

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES
2. CONTRACT (Proc. Inst. Ident.) NO. <b>EP-C-09-027</b>		3. EFFECTIVE DATE <b>4/1/2009</b>		4. REQUISITION/PURCHASE REQUEST PROJECT NO. <b>PR-CI-08-10214</b>	
5. ISSUED BY CODE		6. ADMINISTERED BY (if other than Item 5) CODE			
<b>Environmental Protection Agency</b> <b>Cincinnati Procurement Operations Division</b> <b>26 W. Martin Luther King Drive</b> <b>Cincinnati, OH 45268</b>					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) <b>ARCADIS U.S., INC. DBA:(FOREIGN</b> <b>PARENT IS ARCADIS NV, ARNHEM, THE</b> <b>NETHERLANDS.)</b> <b>630 PLAZA DR STE 200</b>  <b>Littleton, CO 80129</b>				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)	
				9. DISCOUNT FOR PROMPT PAYMENT  <b>N/A</b>	
CODE				10. SUBMIT INVOICES (4 copies unless otherwise specified) To THE ADDRESS SHOWN IN:	
FACILITY CODE				<b>ITEM</b>  <b>12</b>	
11. SHIP TO MARK FOR CODE		12. PAYMENT WILL BE MADE BY CODE			
<b>If applicable, see Section B of the schedule.</b>		<b>U.S. Environmental Protection Agency</b> <b>RTP-Finance Center (D143-02)</b> <b>109 T.W. Alexander Drive</b> <b>Durham, NC 27711</b>			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  <input type="checkbox"/> 10 U.S.C. 2304(c)( <input type="checkbox"/> 41 U.S.C. 253(c)( <input type="checkbox"/> )		14. ACCOUNTING AND APPROPRIATION DATA  <b>See Accounting and Appropriation data in Section B</b>			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
15G. TOTAL AMOUNT OF CONTRACT					<b>\$8,443,291.00</b>
16. TABLE OF CONTENTS					
SEC.	DESCRIPTION	PAGE(S)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
A	SOLICITATION/CONTRACT FORM		I	CONTRACT CLAUSES	
B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS. EXHIBITS AND OTHER ATTACH.		
C	DESCRIPTION/SPECS./WORK STATEMENT		J	LIST OF ATTACHMENTS	
D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
E	INSPECTION AND ACCEPTANCE		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
F	DELIVERIES OR PERFORMANCE		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
G	CONTRACT ADMINISTRATION DATA		M	EVALUATION FACTORS FOR AWARD	
H	SPECIAL CONTRACT REQUIREMENTS				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required)			18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your		
to sign this document and return <u>1</u> copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following document: (a) this award/contract. (b) solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print)			20A. NAME OF CONTRACTING OFFICER		
			<b>KATHLEEN A. ROE</b>		
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA		20C. DATE SIGNED
BY _____			BY _____		
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

# TABLE OF CONTENTS

AWARD/CONTRACT.....	Page 1
PART I - THE SCHEDULE.....	Page B-1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS.....	Page B-1
B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION.....	Page B-1
B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984) ALTERNATE I (MAY 1994) DEVIATION.....	Page B-2
B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)...	Page B-3
B.4 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984).....	Page B-3
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT.....	Page C-1
C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)	Page C-1
C.2 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999).....	Page C-2
C.3 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (CPOD 11-01) (LOCAL CPOD 11-01) (MAR 2005)	Page C-2
SECTION D - PACKAGING AND MARKING.....	Page D-1
[For this Contract, there are NO clauses in this Section].....	Page D-1
SECTION E - INSPECTION AND ACCEPTANCE.....	Page E-1
E.1 NOTICE Listing Contract Clauses Incorporated by Reference.	Page E-1
E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FAR 52.246-11) (FEB 1999).....	Page E-1
SECTION F - DELIVERIES OR PERFORMANCE.....	Page F-1
F.1 NOTICE Listing Contract Clauses Incorporated by Reference.	Page F-1
F.2 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000).....	Page F-1
F.3 WORKING FILES (EPAAR 1552.211-75) (APR 1984).....	Page F-1
F.4 MANAGEMENT CONSULTING SERVICES (EPAAR 1552.211-78) (APR 1985)	Page F-1
F.5 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984).....	Page F-1
SECTION G - CONTRACT ADMINISTRATION DATA.....	Page G-1
G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991).....	Page G-1
G.2 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (EP 52.219-105) (APR 1984).....	Page G-1
G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION	Page G-1
G.4 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION...	Page G-2
G.5 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984) .....	Page G-4
G.6 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)...	Page G-5
G.7 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (JUL 2004) DEVIATION	Page G-6
G.8 SUBCONTRACTING REPORTS - SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (CPOD 19-06) (LOCAL CPOD 19-06) (MAR 2005)	Page G-12
G.9 DESIGNATION OF PROPERTY ADMINISTRATOR (No/Little Government Property) (LOCAL CPOD 45-01) (MAR 2005) DEVIATION.....	Page G-12
SECTION H - SPECIAL CONTRACT REQUIREMENTS.....	Page H-1

H.1	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000) DEVIATION.....	Page H-1
H.2	PRINTING (EPAAR 1552.208-70) (DEC 2005).....	Page H-1
H.3	ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994) ALTERNATE I (MAY 1994).....	Page H-3
H.4	NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION..	Page H-3
H.5	LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (OCT 2005) ALTERNATE V (APR 2004).....	Page H-4
H.6	CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)	Page H-5
H.7	OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION.....	Page H-8
H.8	OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73) (JUN 1997).....	Page H-8
H.9	PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION.....	Page H-9
H.10	INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000) .....	Page H-10
H.11	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984).....	Page H-10
H.12	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984).....	Page H-12
H.13	ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)	Page H-12
H.14	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996).....	Page H-13
H.15	DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997) .....	Page H-13
H.16	DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997).....	Page H-15
H.17	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996).....	Page H-16
H.18	ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000).....	Page H-17
H.19	CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984) .....	Page H-18
H.20	TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION	Page H-19
H.21	KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984).....	Page H-19
H.22	PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)...	Page H-20
H.23	GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999).....	Page H-20
H.24	REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000).	Page H-22
H.25	ACCESS TO EPA COMPUTERS (EP 52.239-101) (FEB 1986).....	Page H-22
H.26	FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984).....	Page H-22
H.27	EPAAR 1552.219-73 SMALL DISADVANTAGE BUSINESS TARGETS (LOCAL CPOD 19-04) (MAR 2005) DEVIATION.....	Page H-22
H.28	ID PASSES (LOCAL LC-01-01) (DEC 2001).....	Page H-23
H.29	INCORPORATION OF CONTRACTOR'S PLANS (LOCAL LC-09-02) (DEC 2001)	Page H-24
H.30	APPROVAL OF CONTRACTOR TRAVEL (LOCAL LC-31-08) (DEC 2001)	Page H-24
H.31	APPROVAL OF TRAINING (LOCAL LC-31-09) (DEC 2001).....	Page H-25
H.32	AUTHORIZED REPRESENTATIVES OF THE PROJECT OFFICER (LOCAL LC-42-20) (DEC 2001).....	Page H-26
H.33	GOVERNMENT HOLIDAYS (LOCAL LRT-04-02) (DEC 2001).....	Page H-26

PART II	- CONTRACT CLAUSES.....	Page I-1
SECTION I	- CONTRACT CLAUSES.....	Page I-1
I.1	NOTICE Listing Contract Clauses Incorporated by Reference.....	Page I-1
I.2	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (FAR 52.203-13) (DEC 2007).....	Page I-3
I.3	NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997).....	Page I-4
I.4	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997) ALTERNATE I (OCT 1997).....	Page I-5
I.5	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (JUN 2007) DEVIATION.....	Page I-6
I.6	PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)....	Page I-7
I.7	PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999).....	Page I-8
I.8	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (FAR 52.222-39) (DEC 2004) DEVIATION.....	Page I-9
I.9	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003).....	Page I-11
I.10	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (FAR 52.223-9) (MAY 2008).....	Page I-12
I.11	SUBCONTRACTS (JUNE 2007) (FAR 52.244-2) (JUN 2007) ALTERNATE I (JUN 2007).....	Page I-12
I.12	COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)....	Page I-14
I.13	SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (FEB 2009).....	Page I-15
I.14	COMMERCIAL BILL OF LADING NOTATIONS (FAR 52.247-1) (FEB 2006).....	Page I-16
I.15	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FAR 52.247-67) (FEB 2006).....	Page I-16
I.16	CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998).....	Page I-17
I.17	AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984).....	Page I-17
PART III	- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS.....	Page J-1
SECTION J	- LIST OF ATTACHMENTS.....	Page J-1
J.1	LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984).....	Page J-1
PART IV	- REPRESENTATIONS AND INSTRUCTIONS.....	Page K-1
SECTION K	- REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS.....	Page K-1
K.1	Reference Statement.....	Page K-1
PERFORMANCE WORK STATEMENT.....		Page 1-1
QUALITY ASSURANCE SURVEILLANCE PLAN.....		Page 2-1
REPORTS OF WORK.....		Page 3-1
GOVERNMENT FURNISHED PROPERTY.....		Page 4-1
SUBCONTRACTING PLAN.....		Page 5-1
DEFINITION OF MINIMUM LABOR CLASSIFICATION.....		Page 6-1
INVOICE PREPARATION INSTRUCTIONS.....		Page 7-1



TECHNICAL EVALUATION CRITERIA.....Page 8-1

PAST PERFORMANCE QUESTIONNAIRE.....Page 9-1

CLIENT AUTHORIZATION LETTER.....Page 10-1

MINIMUM STANDARDS FOR CONFLICT OF INTEREST.....Page 11-1





**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

P

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	/
CFZ034	08	C	26CF000	106FHAA	00000000		2532	\$23,865.00	C
CFZ054	08	C	26CF000	106FHAA	00000000		2532	\$23,878.00	C
UJRR01	08	C	26UJ000	404FB2APW	00000000		2532	\$25,000.00	C
TA8046	08	B	69T	401CD6C	00000000	TPER200	2532	\$45,370.00	C
CFZ088	08	C	26CF000	404FB2APV	00000000		2532	\$10,000.00	C
CFZ089	08	C	26CF000	106FHAA	00000000		2532	\$20,000.00	C
CFZ090	08	C	26CF000	106FHAA	00000000		2532	\$15,000.00	C
4XT007	09	C	264B000	404F72APD	00000000		2532	\$200,000.00	C
4XT040	09	C	2644000	404F72APC	00000000		2532	\$35,816.00	C
CFZ091	08	C	26CF000	106FHAA	00000000		2532	\$74,600.00	C
CFZ092	08	C	26CF000	404FB1A	00000000		2532	\$217,300.00	C
CFZ094	08	C	26CF000	106FHAA	00000000		2532	\$5,100.00	C
9AA047	09	B	27A	101A59C	00000000		2505	\$225,000.00	C
H80404	08	C	56H6	101A61B	00000000		2505	\$233,070.00	C

**B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order **100,000** direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option

period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

## **B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984) ALTERNATE I (MAY 1994) DEVIATION**

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 5 calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment.

Within 15 calendar days after receipt of a work assignment, the Contractor shall submit 2 copy(ies) of a work plan to the Project Officer and 1 copy to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within 25 calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within 45 calendar days after its submission, the Contractor shall stop work on that work assignment.

Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document.

In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential

organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment.

**B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)**

- (a) The estimated cost of this contract is (b)(4)
- (b) The fixed fee is (b)(4)
- (c) The total estimated cost and fixed fee is **\$8,443,291.**

**B.4 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)**

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of (b)(4) is allotted to cover estimated cost. Funds in the amount of (b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through **May 20, 2009.**

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

**C.2 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES  
(EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

**C.3 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES  
MANAGEMENT (CPOD 11-01) (LOCAL CPD 11-01) (MAR 2005)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated



data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General.* The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check the listing of directives (see paragraph (c) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(c) *Electronic Access.* Electronic access. A complete listing of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

**SECTION D - PACKAGING AND MARKING**

[For this Contract, there are NO clauses in this Section]

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 NOTICE Listing Contract Clauses Incorporated by Reference

#### NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

### E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FAR 52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

	<u>Title</u>	<u>Numbering</u>	<u>Date</u>	<u>Tailoring</u>
[ ]	<i>Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs</i>	ANSI/ASQC E4	1994	See below
<hr/>				
[ ]				
<hr/>				
[ ]				
<hr/>				

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

**A. Pre-award Documentation:** The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal: *(CO, select one or more)*

<u>Documentation</u>	<u>Specifications</u>
<input type="checkbox"/> Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]
<input type="checkbox"/> Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R)</u> [dated 03/20/01]
<input type="checkbox"/> Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]
<input type="checkbox"/> Other Equivalent: _____	_____

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. The offeror shall describe their plan for covering the costs associated with the required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

**B. Post-award Documentation:** The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below: *(CO, select one or more)*

<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
<input type="checkbox"/> Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]	Award of contract
<input type="checkbox"/> Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project</u>	Award of contract

Plans (QA/R-5) [dated  
03/20/02]

<input type="checkbox"/>	Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]</u>	Award of contract
<input type="checkbox"/>	Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]</u>	Award of contract
<input type="checkbox"/>	Quality Assurance Project Plan for each applicable project	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]</u> or Appendix B Of the NRMRL QMP located at <a href="http://www.epa.gov/ORD/NRMRL/qa/pdf/qmp.pdf">http://www.epa.gov/ORD/NRMRL/qa/pdf/qmp.pdf</a>	Issuance of statement of work for the project
<input type="checkbox"/>	Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project.	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]</u>	Issuance of statement of work for the project
<input type="checkbox"/>	Other Equivalent:		<input type="checkbox"/> award of contract <input type="checkbox"/> issuance of statement of work for the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA, under individual work assignments. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under

work assignments, task orders, delivery orders, etc.)

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

**F.2 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000)**

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment [ ]. Each report shall cite the contract number, identifying the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005 with an expiration date of March 31, 2009.

**F.3 WORKING FILES (EPAAR 1552.211-75) (APR 1984)**

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

**F.4 MANAGEMENT CONSULTING SERVICES (EPAAR 1552.211-78) (APR 1985)**

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

**F.5 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)**

The period of performance of this contract shall be from 04/01/09 through 03/31/10

inclusive of all required reports.



**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)**

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

**G.2 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (EP 52.219-105) (APR 1984)**

The subcontracting plan submitted by the Contractor and approved by the Contracting Officer for this requirement is incorporated as Attachment 5 .

**G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract.

If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include

current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d) (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d) (2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c) (2).

This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings.

When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

#### **G.4 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION**

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency  
Chief, Cost and Rate Negotiation Service Center  
Office of Acquisition Management (3802R)  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.

Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center	(b)(4)
Period	Inception until amended
Rate	(b)(4)
Base	(b)(4)
Cost Center	(b)(4)
Period	Inception until amended
Rate	(b)(4)
Base	(b)(4)
Cost Center	(b)(4)
Period	Inception until amended
Rate	(b)(4)
Base	(b)(4)
Cost Center	(b)(4)
Period	Inception until amended
Rate	(b)(4)
Base	(b)(4)

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement

showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center	(b)(4)
Period	Life of the contract
Rate	(b)(4)
Base	(b)(4)
	(b)(4)
Cost Center	(b)(4)
Period	Life of the contract
Rate	(b)(4)
Base	(b)(4)
Cost Center	(b)(4)
Period	Life of the contract
Rate	(b)(4)
Base	(b)(4)

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

#### **G.5 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

Project Officer:

DIANE L. PIERCE  
 RESEARCH TRIANGLE PARK  
 RTP, NC 27711  
 Mail Code: E343-01  
 Phone Number: 919-541-2708  
 Fax Number: 919-541-1536  
 E-Mail Address: pierce.diane@epa.gov

Alternate Project Officer:

RICHARD E. VALENTINE  
RESEARCH TRIANGLE PARK  
RTP, NC 27711

Mail Code: E343-04  
Phone Number: 919-541-4437  
Fax Number: 919-541-5227  
E-Mail Address: valentine.richard@epa.gov

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

RENITA A. TYUS  
26 W MARTIN LUTHER KING  
DRIVE  
CINCINNATI, OH 45268

Mail Code: NWD  
Phone Number: 513-487-2094  
Fax Number: 513-487-2109  
E-Mail Address: tyus.renita@epa.gov

Administrative Contracting Specialist:

RENITA A. TYUS  
26 W MARTIN LUTHER KING  
DRIVE  
CINCINNATI, OH 45268

Mail Code: NWD-001  
Phone Number: 513-487-2094  
Fax Number: 513-487-2109  
E-Mail Address: tyus.renita@epa.gov

**G.6 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)**

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the individual work assignment.

#### **G.7 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (JUL 2004) DEVIATION**

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

None

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

See Attachment 4

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

#### **U.S. Environmental Protection Agency Property Administration Requirements (PAR)**

**1. PURPOSE.** This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

#### **2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.**

a. Upon award of a contract, the EPA CO delegates the functions of property administration and plant clearance (disposal) for the contract to the EPA Property Administration Office.

b. For contracts containing significant dollar amounts of Government property or contracts that present a high risk to the Government, the EPA Contract Property Coordinator (CPC) will re-delegate the contract to the Defense Contract Management Agency (DCMA) for property administration and plant clearance. Upon acceptance of that delegation, DCMA will provide notification to the contractor, identifying

the assigned property administrator (PA) and plant clearance officer (PLCO). Once delegated to DCMA, the DCMA PA is available to the contractor for assistance in all matters of property administration.

c. If the contract is not delegated to DCMA for administration and/or plant clearance, any reference to PA and/or PLCO shall be construed to mean EPA CPC.

d. Notwithstanding the delegation, as necessary, the contractor may contact the cognizant EPA CO. In the event of disagreement between the contractor and the EPA CPC or the DCMA PA/PLCO, the contractor should seek resolution from the cognizant EPA CO.

### **3. REQUESTS FOR GOVERNMENT PROPERTY.**

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

**The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.**

**4. TRANSFER OF GOVERNMENT PROPERTY.** When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

## **5. RECORDS OF GOVERNMENT PROPERTY.**

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) for all items of Government property regardless of cost.

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

**6. INVENTORIES OF GOVERNMENT PROPERTY.** The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMA PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

**7. REPORTS OF GOVERNMENT PROPERTY.** In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero,



the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as equipment, Superfund site equipment, and special test equipment, for the purpose of this report, must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. These reports are due at EPA no later than October 5 of each year. If October 5 is not a business day, the report is due on the first business day following October 5.

f. Distribution shall be as follows:

Original to: EPA CPC

1 copy: DCMA PA, if contract is administered by DCMA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

**8. DISPOSITION OF GOVERNMENT PROPERTY.** The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples

may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMA PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

**9. CONTRACT CLOSEOUT.** The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

## Attachment 1

**REQUIRED DATA ELEMENTS.** Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

Contractor Identification/Tag Number;  
 Description;  
 Manufacturer;  
 Model;  
 Serial Number;  
 Acquisition Date;  
 Date received;  
 Acquisition Cost\*;  
 Acquisition Document Number;  
 Location;  
 Contract Number;  
 Account Number (if supplied);  
 Superfund (Yes/No);  
 Inventory Performance Date;  
 Disposition Date.

\* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

**G.8 SUBCONTRACTING REPORTS - SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (CPOD 19-06) (LOCAL CPOD 19-06) (MAR 2005)**

The Contractor shall submit the information formerly required on Standard Form 294, *Subcontracting Report for Individual Contracts*, and Standard Form 295, *Summary Subcontract Report*, electronically via the Electronic Subcontracting Reporting System (eSRS), which may be accessed at <http://www.esrs.gov/>. Paper copies of the Standard Forms 294 and 295 shall not be submitted.

**G.9 DESIGNATION OF PROPERTY ADMINISTRATOR (No/Little Government Property) (LOCAL CPOD 45-01) (MAR 2005) DEVIATION**

The contract property administrator

US EPA  
 Mail Code 3802R  
 EPA Property Administration Office  
 1300 Pennsylvania Ave., N.W.  
 Rm # 61289

Washington, DC 20004

is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.



## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000) DEVIATION

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

### H.2 PRINTING (EPAAR 1552.208-70) (DEC 2005)

#### (a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document)

that is not prohibited from printing under EPA contracts.

(b) *Prohibition.*

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.



S. Congress Joint Committee on Printing.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)  
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

**H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION**

(a) In addition to the requirements of the contract clause entitled

"Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

#### **H.5 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (OCT 2005) ALTERNATE V (APR 2004)**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The Contractor, during the life of this contract, may not enter into a contract to perform work that may conflict with work that has been identified in a work assignment under this contract, unless otherwise authorized by the contracting officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied

or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

#### **H.6 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)**

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

- 0 = Unsatisfactory,
- 1 = Poor,
- 2 = Fair,
- 3 = Good,
- 4 = Excellent,
- 5 = Outstanding,
- N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

- Quality,
- Cost Control,

Timeliness of Performance,  
Business Relations,  
Compliance with Labor Standards,  
Compliance with Safety Standards, and  
Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

(1) Complete a description of the contract requirements;

(2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date

of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

- (1) Review the Report;
- (2) Provide a response (if any) to the contracting officer on company letter head or electronically;
- (3) Complete contractor representation information; and
- (4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

- (1) Review the contracting officer's written recommendation; and
- (2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

## H.7 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION

The Government has the option to extend the term of this contract for 4 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. The Government's estimated level of effort is 100,000 direct labor hours for the base period and for each of the four option periods. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended to cover the Base and Option Periods:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Base	04/01/09	03/31/10
Option Period I	04/01/10	03/31/11
Option Period II	04/01/11	03/31/12
Option Period III	04/01/12	03/31/13
Option Period IV	04/01/13	03/31/14

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Option Period I	100,000
Option Period II	100,000
Option Period III	100,000
Option Period IV	100,000

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fee for each option period as follows:

	<u>Estimated Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Option Period I	(b)(4)	(b)(4)	\$8,655,797
Option Period II			\$8,884,742
Option Period III			\$9,119,445
Option Period IV			\$9,360,718

(d) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

None Identified

## H.8 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73) (JUN 1997)

(a) By issuing a contract modification, the Government may increase the estimated level of effort by:

Level of Effort

<u>Period</u>	<u>(Direct Labor Hours)</u>
Base Period	50,000
Option Period I	50,000
Option Period II	50,000
Option Period III	50,000
Option Period IV	50,000

The Government may issue a maximum of five orders to increase the level of effort in multiples of 10,000 hours during any given period.

The estimated cost and fixed fee of each multiple of hours is as follows:

Period	Estimated Cost	Fixed Fee	Total
Base	(b)(4)	(b)(4)	\$659,553
Option Period I			\$677,385
Option Period II			\$695,707
Option Period III			\$714,560
Option Period IV			\$733,909

(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost" clause will be modified accordingly.

(c) If this contract contains "not to exceed amounts" for elements of other direct costs (ODCs), those amounts will be increased as follows:

None Identified

#### **H.9 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION**

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval.

Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written

permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

#### **H.10 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)**

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

#### **H.11 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information



is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

#### **H.12 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the

Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

#### **H.13 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

#### **H.14 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)**

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

#### **H.15 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)**

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

#### **H.16 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)**

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

**H.17 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79)  
(APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a

Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

#### **H.18 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)**

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

#### **H.19 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)**

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) below, the Contractor shall not

independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within ten calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and at its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

## **H.20 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION**

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate.

A Delivery Order Project Officer, Work Assignment Manager or Task Manager is



authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

#### **H.21 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager -	(b)(4)
Safety Officer -	(b)(4)
Quality Assurance Officer -	(b)(4)

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer.

Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### **H.22 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement

to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

## **H.23 GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 5 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 20 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

#### **H.24 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)**

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

*It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the*

registration deadline, so that EPA will have sufficient time to process the request.

(b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

#### **H.25 ACCESS TO EPA COMPUTERS (EP 52.239-101) (FEB 1986)**

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

None at time of contract award

#### **H.26 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)**

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

#### **H.27 EPAAR 1552.219-73 SMALL DISADVANTAGE BUSINESS TARGETS (LOCAL CPD 19-04) (MAR 2005) DEVIATION**

(a) In accordance with FAR 19.1202-4(a) and CPD 19-02, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

				Percentage of
	Contractor	NAICS industry		Total Contract
	Targets	subsector(s)	Dollars	Value
	Total Prime			
	Contractor			
	Targets			
	(Including			
	joint venture			
	partners and			
	team members)			
	Total	424	(b)(4)	(b)(4)
	Subcontractor	(b)(4)		
	Targets			

(b) The following specifically identified SDB(s) was (were) considered under the Section M - SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

(b)(4)

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation [contracting officer may insert the dates for each performance evaluation (i.e., every 12 months after the effective date of contract)] or as otherwise directed by the contracting officer.

#### **H.28 ID PASSES (LOCAL LC-01-01) (DEC 2001)**

a. The contractor shall arrange with the Project Officer for the issuance, by the Government, of a photo identification badge to all consultants, prime contractor and any tier subcontractor personnel working at EPA facilities under the terms and conditions of this contract. This photo identification badge will be issued PRIOR TO THE CONTRACTOR employee ENTERING ON DUTY AT AN EPA facility.

If an employee site clearance report is required elsewhere in this contract, the photo identification badge will be issued only upon the Project Officer's approval of a favorable site clearance report.

b. The contractor shall instruct all personnel issued photo identification badges to display their badges at all times while the employee is at an EPA facility.

c. The contractor shall return all photo identification badges to the Project Officer upon the dismissal or termination of an employee or when the contract expires, whichever event occurs first.

d. The contractor shall immediately notify the Project Officer, in writing, when an employee has lost or is unable to locate his or her photo identification badge.

e. The contractor shall inform all new consultants, prime contractor and any tier subcontractor personnel requiring access to an EPA facility to display personal identification, such as a driver's license; social security card; passport; etc. to the Project Officer, prior to entering the EPA facility for the first time to have the photo identification badge made. The contractor employee will be instructed by the contractor to continue to display such personal identification to the Project Officer until such time a photo identification badge is provided.

**H.29 INCORPORATION OF CONTRACTOR'S PLANS (LOCAL LC-09-02) (DEC 2001)**

The Contractor's Conflict of Interest Plan dated **January 1, 2008** and Quality Management Plan dated **November 1, 2008** are both hereby incorporated into the contract in their entirety. In the case of any conflict between the Contractor's Plans and the terms and conditions of this contract, the provisions of FAR 52.215-8, ORDER OF PRECEDENCE (Section I.1, by reference) shall prevail.

**H.30 APPROVAL OF CONTRACTOR TRAVEL (LOCAL LC-31-08) (DEC 2001)**

(a) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Project Officer. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).

(b) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Statement Of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Project Officer specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel.

Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(c) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(d) The advance approval of travel covered in this clause does not apply to local transportation. Local transportation, for this contract, is defined as travel within 100 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Project Officer for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

1. Individual(s) traveling. Identify position and affiliation as a contract
2. Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement Of Work.
3. Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Project Officer.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as a representative of the Agency at meetings, conferences, symposia, etc.

### **H.31 APPROVAL OF TRAINING (LOCAL LC-31-09) (DEC 2001)**

1. The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Project Officer and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (2) below.

2. There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Project Officer that includes, at a minimum the following information:

a. Individual to be trained (Identify position and job duties under contract.)

b. Description of circumstances necessitating the training. (Describe the specific change to the performance requirements. Identify by number and title of the work assignment(s) that will benefit from training and describe in detail how the training relates to the Statement Of Work and job duties under the contract.)

c. Estimated cost (Include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.)

3. The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as an other direct cost element shall not be construed to mean the training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

**H.32 AUTHORIZED REPRESENTATIVES OF THE PROJECT OFFICER (LOCAL LC-42-20) (DEC 2001)**

The Work Assignment Manager (WAM) referenced in the Clause entitled "TECHNICAL DIRECTION (DEVIATION)", is the individual authorized by the Contracting Officer on an individual Work Assignment (WA) to:

- 1) receive WA deliverables;
- 2) to receive copies of monthly progress reports specific to the WA(s) for which the WAM is authorized;
- 3) to attend meetings with the project officer and contractor in order to monitor progress of those WAs for which he/she is cognizant; and
- 4) to provide technical direction on those WAs subject to the limitations of the above "TECHNICAL DIRECTION (DEVIATION)" clause.

**H.33 GOVERNMENT HOLIDAYS (LOCAL LRT-04-02) (DEC 2001)**

The following holidays are observed by the Government and the normal operation of the facilities will be closed on these days:

New Year's Day  
 Martin Luther King's Birthday  
 Presidents' Birthday  
 Memorial Day  
 Independence Day  
 Labor Day  
 Columbus Day  
 Veterans' Day  
 Thanksgiving Day  
 Christmas Day



**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
52.204-9	SEP 2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS
52.215-15	OCT 2004	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-4	JUL 2005	NOTICE OF PRICE EVALUATION PREFERENCE FOR

		HUBZONE SMALL BUSINESS CONCERNS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	APR 2008	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.219-25	APR 2008	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- DISADVANTAGED STATUS AND REPORTING
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	MAR 2007	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-50	AUG 2007	COMBATING TRAFFICKING IN PERSONS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE II (DEC 2007)
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE III (DEC 2007)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA--SPECIAL WORKS
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-6	MAR 2008	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT ALTERNATE I (FEB 2002)
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS
52.233-1	JUL 2002	TRANSFER--CENTRAL CONTRACTOR REGISTRATION
52.233-3	AUG 1996	DISPUTES ALTERNATE I (DEC 1991)
52.233-4	OCT 2004	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.237-2	APR 1984	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-3	JAN 1991	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.242-1	APR 1984	CONTINUITY OF SERVICES
52.242-3	MAY 2001	NOTICE OF INTENT TO DISALLOW COSTS
52.242-4	JAN 1997	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	CERTIFICATION OF FINAL INDIRECT COSTS
52.243-2	AUG 1987	BANKRUPTCY
52.245-1	JUN 2007	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
		GOVERNMENT PROPERTY

52.245-2	JUN 2007	GOVERNMENT PROPERTY	Property Installation
		Operation Services (JUN 2007)	
52.245-9	JUN 2007	USE AND CHARGES	
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES	
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)	
52.249-14	APR 1984	EXCUSABLE DELAYS	
52.253-1	JAN 1991	COMPUTER GENERATED FORMS	

## **I.2 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (FAR 52.203-13) (DEC 2007)**

### **(a) Definition.**

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

- (i) Have a written code of business ethics and conduct; and
  - (ii) Provide a copy of the code to each employee engaged in performance of the contract.
- (2) The Contractor shall promote compliance with its code of business ethics and conduct.

(c) Awareness program and internal control system for other than small businesses. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract. The Contractor shall establish within 90 days after contract award, unless the Contracting Officer establishes a longer time period—

- (1) An ongoing business ethics and business conduct awareness program; and
- (2) An internal control system.
  - (i) The Contractor's internal control system shall—
    - (A) Facilitate timely discovery of improper conduct in connection with Government contracts; and
    - (B) Ensure corrective measures are promptly instituted and carried out.

(ii) For example, the Contractor's internal control system should provide for—

- (A) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting;
- (B) An internal reporting mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
- (C) Internal and/or external audits, as appropriate; and
- (D) Disciplinary action for improper conduct.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

### **I.3 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

### **I.4 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997) ALTERNATE I (OCT 1997)**

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for

commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted.

Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller.

Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format: as determined by the Contracting Officer. \_\_\_\_\_

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

# **I.5 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (JUN 2007) DEVIATION**

(a) Definitions. As used in this clause—

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code 541712 assigned to contract number EP-C-09-027.  
[Contractor to sign and date and insert authorized signer's name and title].

## **I.6 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

#### **I.7 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

#### **I.8 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (FAR 52.222-39) (DEC 2004) DEVIATION**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)  
To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for



Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
- (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

## **I.9 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003)**

(a) Definitions. As used in this clause--

"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility

to comply with the following:

- (1) The emergency planning reporting requirements of section 302 of EPCRA.
- (2) The emergency notice requirements of section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
- (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

**I.10 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (FAR 52.223-9) (MAY 2008)**

(a) *Definitions.* As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to Contracting Officer.

**I.11 SUBCONTRACTS (JUNE 2007) (FAR 52.244-2) (JUN 2007) ALTERNATE I (JUN 2007)**

(a) *Definitions.* As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type;  
or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract;  
or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

NA

(e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment

of initial or revised prices;

(C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following

subcontracts, which were evaluated during negotiations:

KulTech, Inc.

#### **I.12 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

#### **I.13 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (FEB 2009)**

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) S2.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) S2.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$50,000 (\$1,000,000 for construction of any public facility), the subcontractor must include S2.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) S2.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) S2.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));

(v) S2.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(vi) S2.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow

down a required in accordance with paragraph (g) of FAR clause 52.222-39.)

(vii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(viii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

#### **I.14 COMMERCIAL BILL OF LADING NOTATIONS (FAR 52.247-1) (FEB 2006)**

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Environmental Protection Agency and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Environmental Protection Agency and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost- reimbursement Contract No EP-C-09-027. This may be confirmed by contacting: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **I.15 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) (FAR 52.247-67) (FEB 2006)**

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of

loading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

- (c) Contractors shall submit the above referenced transportation documents to--  
U.S. Environmental Protection Agency  
Cincinnati Procurement Operations Division  
Mail Stop: NWD-001  
26 West Martin Luther King Drive  
Cincinnati, Ohio 45268

#### **I.16 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.epa.gov/oam/ptod/epaar.pdf>

#### **I.17 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

Number	Attachment Title
-----	-----
1	PERFORMANCE WORK STATEMENT
2	QUALITY ASSURANCE SURVEILLANCE PLAN
3	REPORTS OF WORK
4	GOVERNMENT FURNISHED PROPERTY
5	SUBCONTRACTING PLAN
6	DEFINITION OF MINIMUM LABOR CLASSIFICATION
7	INVOICE PREPARATION INSTRUCTIONS



**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 Reference Statement**

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP PR-CI-08-10214 are incorporated into this contract by reference.

ATTACHMENT 1

PERFORMANCE WORK STATEMENT

## PERFORMANCE WORK STATEMENT

### Research Laboratory Support for APPCD and DCMD

#### Introduction

This contract is for the primary use of the Air Pollution Prevention and Control Division (APPCD) of the National Risk Management Research Laboratory (NRMRL) and the Decontamination and Consequence Management Division (DCMD) of the National Homeland Security Research Center (NHSRC). The contract may also be used by other organizations in the EPA Office of Research and Development EPA Research Facility at RTP, subject to the work being within the capacity limits of the contract and the scope of work described in this Performance Work Statement. APPCD retains the ability to limit or deny use of the contract by other organizations, based on scope, capacity, or other concerns related to contract performance. Certain services, such as the consolidated shop and the specialized analytical laboratories, must be conducted under existing APPCD administered work assignments with funding provided by the requesting organization.

As a part of the Office of Research and Development (ORD), APPCD's mission is to conduct research that will assist the Environmental Protection Agency's (EPA's) research, regulatory and enforcement organizations in developing and enforcing regulations. APPCD fulfills this mission by providing results of research studies in the areas of air pollution prevention and control. APPCD coordinates its research with the regulatory and enforcement organizations in order to ensure that its research focuses on pollution problems of current concern.

As a part of the ORD, DCMD's mission is to conduct decontamination and consequence management research with emphasis on rapid and cost-effective cleanup and restoration of buildings and broad outdoor areas. DCMD researchers seek to identify and develop optimal technologies and procedures for effective and efficient decontamination while maximizing protection of decontamination crews, the general public, and the environment.

#### 1.0 General Requirements

The Contractor shall perform specific technical work assignments (WAs) within the general areas described in this Performance Work Statement (PWS). Such technical WAs shall be in support of the APPCD and DCMD. The support to be provided includes facility scheduling, daily on-site and off-site operations, and modification and maintenance of facilities.

#### 1.1 Project Management

The Contractor shall effectively manage, interface, coordinate and perform all tasks assigned in the WAs. The Contractor shall ensure that work proceeds efficiently, the work assignment managers (WAM)s and Project Officer are kept informed of progress, and that short project lead times (which may require less than one day) are met. The Contractor shall maintain files and records as required to document the Contractor's performance and shall provide reports as specified under contract attachment 2 entitled, "Reports of Work," and as specified in the WAs. The Contractor shall maintain supplies and

spare parts necessary for the efficient operation of all related facilities.

## 1.2 Quality Assurance and Quality Control Activities for Laboratory Operations

The Contractor shall perform quality assurance (QA) activities consistent with EPA Order CIO 2105.0 and ANSI/ASQ E4 (as per 48 CFR 46). Specific guidance on EPA quality systems can be found in EPA/240/R-02/003 (<http://epa.gov/quality/qs-docs/overview-final.pdf>) and task specific guidance shall be followed when provided by the project officer (PO), work assignment manager and/or the APPCD or DCMD Quality Assurance Officer. The Contractor shall ensure that no measurement activity is started prior to approval of the project or task-specific quality assurance project plan (QAPP) by the QA Manager for APPCD or DCMD or a delegate thereof. QA and quality control (QC) activities shall include development of QAPPs and QA reporting for each measurement and/or data gathering project and/or task.

Within 60 days of the contract award, the Contractor shall review any existing QAPPs covering measurement or data gathering projects that will be conducted during the first year of the contract and shall recommend in writing to the Project Officer (PO) or WAM any proposed modifications to the plans. Modified QAPPs shall be subject to the same approval process required for new QAPPs including review by the Contractor's QA staff. Identification of QA/QC requirements and the assigned QA category shall be indicated on specific work assignments. The Contractor's quality assurance staff shall review and document the review of all QAPPs before the QAPPs are submitted for EPA approval. All Contractor employees working on the collection and/or use of environmental data; the design, construction, and operation of environmental technologies; or the development of software, models, or methods under this contract shall receive documented QA training before starting work on a project involving the aforementioned activities. The QA training topics shall include: The EPA Quality System, the graded approach to QA, and writing QAPPs.

The Contractor shall comply with its previously approved Quality Management Plan (QMP) submitted prior to contract award.

In conjunction with performance of the technical requirements of this contract, the Contractor shall provide QA support in the following technical support areas:

- (a) Document and Data Reviews - Reviews of QAPPs, QMPs, standard operating procedures (SOPs) for laboratories, test plans, data, final reports, and journal papers. Periodically, confidential business information (CBI) may be included in the test plans, data, or final reports that are to be reviewed. The Contractor shall comply with the requirements of the CBI clauses of the contract.
- (b) Audits or Assessments of Technical Activities - Assessments of environmental sample collection and measurement, environmental technology demonstrations, and analytical laboratory activities.
- (c) Technical Quality System Development and Support - Preparation of facility manuals, standard procedures for operating laboratories, QA Plans; review of sampling and analytical methods; preparation and evaluation of audit materials; and analysis of multimedia samples for assessment of methods, procedures and comparability.

(d) Quality Studies - Provide training in quality assurance as specified in individual WAs; and conduct special studies on QA/QC procedures for measurement activities.

### 1.3 Health and Safety

The Contractor shall maintain and manage an employee health and safety program to meet EPA's requirements and all Federal, State and local regulations. The program shall include medical surveillance, personnel training, environmental compliance, and management of Health and Safety Research Protocols for all research using hazardous materials or conducted in a hazardous work environment.

### 1.4 Trouble Calls

The Contractor shall respond to ad hoc trouble calls on the facilities and Government-furnished property (GFP) or equipment it operates and maintains.

### 1.5 Presentations at Technical Conferences, Seminars or Symposia

The Contractor may be required to make presentations at technical conferences, seminars, or symposia on the results of research the Contractor has conducted. The Contractor shall ensure that its representatives wear identifying badges to ensure they are recognized as Contractor employees. Further, the Contractor shall verbally identify itself as a contractor during speeches and interactions with other meeting attendees. The Contractor shall refer all questions regarding EPA policy and procedures to the Work Assignment Manager (WAM). The Contractor shall not respond to EPA policy and procedure questions. Travel in conjunction with providing such presentations shall be in accordance with the clause in Section H entitled "Approval of Contractor Travel".

### 1.6 Collaboration with Colleges, Universities and Other Outside Groups

Because the contract effort is an integral part of APPCD's and DCMD's overall research program, the Contractor may be required to collaborate with colleges, universities, federal, state, local governments or other outside groups. Collaboration means working with other groups, neither taking direction from them nor giving them direction. Collaboration will usually be in the form of providing data from various experiments or providing information on how experiments are conducted or how data are gathered and reduced. Direction for such collaboration shall be contained in specific WAs. Collaboration may require that the Contractor travel to off-site locations, typically in the Research Triangle Park (RTP) commuting area, but on occasion to remote sites. Such travel shall be in accordance with the clause in Section H entitled "Approval of Contractor Travel".

### 1.7 Computer Services in Support of APPCD's and DCMD's Research Requirements

The Contractor shall provide information technology (IT) technical services only as required by and incidental to the contract engineering and analytical tasks specified in the contract. The limited Contractor IT tasks may include the development of computer programs for engineering data analysis, modification of existing scientific and technical software, and interfacing of new hardware for computers used by the Contractor. For each activity, the Contractor shall provide appropriate QA/QC procedures and documentation to ensure successful operation of the system.

The Contractor shall provide IT technical services to APPCD and DCMD limited to the following: analysis and debugging of software written to interface with research equipment; analysis and troubleshooting of problems with research hardware; use of IT models to enable the evaluation of emissions sources; and the preparation of documentation on software or hardware to further APPCD and DCMD research goals. The Contractor shall provide support for the design, fabrication and modification of computer interfaces between monitors and/or devices.

The software and hardware must be compatible with Agency specified computer systems and networks. The Contractor shall perform tasks under this contract in accordance with the policies, standards and procedures set forth in Section C, EPAAR 1552.211-79, "Compliance with EPA Policies for Information Resources Management".

## 1.8 Report Preparation

The contractor shall provide report preparation services necessary to support the research being conducted. This work shall include technical editing and report production tasks such as formatting, preparation of graphics, and desk top publishing sufficient to meet current EPA requirements such as those specified in the "Visual and Product Standards Graphics Manual" (EPA Report No. EPA 600/R-07/054) dated July 2007. The contractor shall also provide technical assistance to EPA investigators in the preparation of journal articles, briefings, and other communications on an as-required basis.

## 2.0 Laboratory Research

The Contractor shall evaluate the feasibility of potential control technologies and/or develop data on the fundamental parameters affecting the design and operation of pollution control and/or prevention devices and/or develop data to characterize stationary sources (indoor and outdoor) or mobile sources of air pollution. The contractor shall conduct laboratory studies to investigate technologies to be used for the decontamination or disposal of materials that are contaminated with surrogates of biological, chemical, radiological, or foreign animal disease agents. In support of this evaluation, the Contractor shall design, assemble, operate, maintain, repair, and modify laboratory, bench and pilot-scale experimental units. Based on the laboratory research described above, the Contractor shall:

A. Design experiments to evaluate the feasibility of using new processes and chemicals for emission control, acquire fundamental data on existing processes and chemicals, and/or provide fundamental information on various pollution sources. The general outline and goals of the experiments will be defined in individual WAs.

- B. Operate equipment, observe significant events that affect results, and suggest modifications to experimental designs and/or equipment configurations.
- C. Maintain and repair experimental equipment and ancillary devices. Modify as specified in WAs affect equipment operation or investigate additional process-specific parameters.
- D. Evaluate data acquired and prepare reports documenting the operation of the test equipment, the results obtained, and the quality of the results. The reports shall include any tables, charts, graphs, drawings, or appendices necessary to fully explain the experiments performed, shall clearly document the results, and shall identify and support the quality of data included.
- E. Provide necessary training for Contractor personnel working in APPCD and DCMD laboratories and pilot plants.

### 3.0 Pilot Plant Operation

The Contractor shall operate, maintain, repair, and modify APPCD and DCMD pilot plants and full-scale equipment at RTP in support of APPCD's and DCMD's programs to characterize source emissions and to develop and evaluate control and pollution prevention technologies. The Contractor shall maintain, repair, and operate instrumentation and sampling equipment, as detailed in paragraphs 3.A through 3.G of this Section. The Contractor shall operate and maintain the Treatability Area Air Pollution Control System. A listing of the major experimental facilities the contractor shall operate and maintain includes, but is not limited to:

#### Pilot-Scale Systems

- Multi-Pollutant Combustion Research Facility
- Large Indoor Air Chamber
- Dual Chamber Indoor Air Test Chamber
- Rotary Kiln Incinerator Simulator
- Package Boiler Simulator
- Scotch Marine Boiler
- Refractory Lined Tunnel Furnace
- Innovation Furnace Reactor (IFR)
- Flue Gas Cleaning System
- Light-Duty Dynamometer Testing Facility
- Heavy-Duty Dynamometer Testing Facility
- Diesel Emissions Aerosol Laboratory

#### Bench Scale Experimental Systems

- Entrained Flow Reactor
- Various Furnaces

#### Laboratories

- Microbiology Support Laboratory
- Metrology Laboratory
- Decontamination Laboratory
- Fine Particulate Matter Laboratory
- Animal Inhalation Laboratory

The Contractor shall:

- A. Operate, maintain, repair, and modify APPCD's and DCMD's bench and pilot scale research systems; and mobile laboratory test equipment; and heavy duty truck in a manner that ensures the collection of timely, accurate, and reliable data. This task also includes both the Heavy and Light Duty Dynamometer Facilities.
- B. Operate APPCD's and DCMD's bench-, pilot-, and full-scale installations on specified schedules up to and including continuous operation, exclusive of maintenance, repair, start-up and shutdown times. The majority of operations will be on an 8-hour per day schedule. Approximately 5% of the hours planned for this area will be required for continuous 24-hour operation.
- C. Ensure adherence to specified run conditions and maintenance of proper controls and tolerances with respect to feed rates, recirculation rates, bleed rates, flue gas flow and composition, temperatures, pressures, and other parameters as specified in work assignments.
- D. Maintain and repair pumps, fans, controllers, and other associated equipment, as needed.
- E. Develop test plans to meet research objectives, review execution of such plans, evaluate data, and report results.
- F. Configure bench and pilot scale research systems and install test equipment for experimental testing as required by research objectives.
- G. Provide emergency alarm call support on any APPCD facility for which it is responsible.

#### 4.0 Process Sampling and Monitoring

The Contractor shall perform technical sampling and process monitoring services. The Contractor shall characterize the emissions from laboratory, pilot, and full-scale processes at APPCD's and DCMD's on-site research facilities and from field locations. Process emissions sampling and monitoring shall include the use and maintenance of manual sampling equipment,



continuous emission monitoring systems (CEMS) and instrumented mobile vehicles. The Contractor shall prepare sampling trains and sampling substrates including chemical reagents, XAD-2, Tenax sorbents, fiberglass, Teflon-coated fiberglass, and carbon filters.

The Contractor shall collect samples of process feed materials, internal process streams, process discharges, and fugitive sources, as necessary. Samples may be solids, liquids or gases. Samples shall be collected, handled, and stored using procedures that ensure sample integrity prior to analysis. For situations in which adequate procedures and/or equipment do not exist, the Contractor shall modify procedures and/or sampling equipment as required.

## 5.0 Analytical Chemistry

The Contractor shall prepare and analyze various gas, liquid and solid samples from the various processes and systems previously described. Where possible, analyses shall be performed following standardized, accepted methods (e.g., EPA SW-846, ASTM, etc.). However, unique samples requiring special preparation techniques and/or analytical procedures will be required. Methods development may be required for analysis of samples of this nature. The contractor shall operate and maintain various analytical laboratories, including instrumentation and chemical waste management. The Contractor shall operate and maintain the dioxin, organics (E-wing, 3<sup>rd</sup> floor), and inorganic (D-wing, 4<sup>th</sup> floor), laboratories. In addition, the contractor shall maintain the receptor modeling source signature laboratory (E-wing, 5<sup>th</sup> floor), the mobile source support laboratory (E-wing, 2<sup>nd</sup> floor) and a weighing room in the High Bay. The Contractor shall incorporate a sample custody system to record and track samples received and the analyses performed. The contractor shall also track analytical operational costs so that the cost of each analysis can be determined.

### 5.1 Sample Preparation

The Contractor shall perform various sample preparation treatments in order to prepare the sample for analysis including solvent extraction, dilution, filtration, concentration, digestion, solvent exchange, solvent partitioning, sonication, or supercritical fluid extraction.

### 5.2. Inorganic Analysis

The Contractor shall provide technical support for trace level element and anion analysis of solid, liquid and gas samples using instrumental and manual techniques. Inorganic target analytes include, but are not limited to, metals such as arsenic (As), selenium (Se) and mercury (Hg), and anions such as, sulfate ( $\text{SO}_4^{2-}$ ), nitrate ( $\text{NO}_3^{-1}$ ), chloride ( $\text{Cl}^{-1}$ ), and fluoride ( $\text{F}^{-1}$ ). Representative instrumentation includes microwave digestion, ion chromatographs, cold vapor atomic absorption, inductively coupled argon plasma atomic emission spectrometry, and x-ray fluorescence analyzers.

### 5.3 Organic Analysis

The Contractor shall provide technical support for trace level organic analysis of solid, liquid and gas samples using

instrumental and manual techniques. Organic target analytes include but not limited to, volatile, semivolatile and nonvolatile aromatic and aliphatic hydrocarbons, nitrogen- and sulfur-containing organics, halogenated organics, and dioxins. Representative instrumentation includes soxhlet extractors, automated sample chromatography sample prep systems, gas chromatograph with low resolution mass spectrometer (GC/LRMS), gas chromatograph with high resolution mass spectrometer (GC/HRMS), and gas chromatographs with other specialized detectors.

#### 5.4 Physical Analysis

The Contractor shall provide technical support for the physical characterization of solids, liquids, and gases and the characterization of sorbents for vapor and liquid density, viscosity, thermal conductivity, vapor pressure versus temperature, boiling point elevation, flammability, minimum ignition energy, miscibility, materials compatibility, tensile properties, flammability limits, flash points, ignition energies, corrosion, heat of vaporization, diffusivity, packing density, packing void fraction, hardness, particle size distribution, pore size distribution, BET surface area, x-ray diffraction (XRD) peak profile analysis, x-ray fluorescence, scanning electron microscopy, laser ablation techniques, solid material bulk density, absorption isotherms and hydraulic conductivity of porous material, and pore volume.

#### 6.0 Instrumentation and Electronics

The Contractor shall provide support for the development, modification, fabrication, calibration, repair, design and maintenance of APPCD and DCMD instrumentation and electronics, as described below:

- A. Electronics Equipment - The Contractor shall provide technical support for operating electronic instrumentation, calibration, and machine shops in support of laboratory, bench, pilot, sampling and analytical projects.
- B. Process Instrumentation - Provide technical support for process instrumentation, including maintenance, calibration, repair, modification, fabrication, and design of instruments and equipment; fabrication of computer interfaces between monitoring equipment, gas generation equipment, and computer equipment; and on-line process monitoring and/or control.
- C. Laboratory Instruments and Computer Interfaces - The Contractor shall evaluate repairs and/or modifications needed and recommend the most effective means of implementation, i.e., on-site versus return to manufacturer.
- D. Sampling Equipment - The Contractor shall maintain all sampling apparatus and instrumentation for use in-house and in field locations.
- E. Design and Fabrication of Instruments - Machine and Fabrication Shop services. Working from engineering drawings and sketches, the Contractor shall provide support to fabricate prototype devices to support ongoing projects. Upon request, these services shall also be available to NERL and NHEERL.

#### 7.0 Off-Site Research

The Contractor shall provide off-site technical support, including, but not limited to the following: development of diesel emission factors; development of emission factors for automobiles; studies of emission sources and particulate matter emitted from vehicles, generator sets, and aircrafts; development of field tests for optical equipment; characterization of indoor air sources and remediation approaches; residential wood combustion studies; ventilation and air cleaning research; decontamination and disposal research, including research and demonstration of techniques for the decontamination and disposal of materials contaminated with surrogates of chemical, biological, radiological and foreign animal disease (FAD) agents; studies of the relationship between indoor and outdoor fine particles; studies of Fourier-Transform Infrared Spectroscopy (FTIR) and other remote sensing techniques for the determination of area source emissions; studies of emissions and outdoor burning operations; studies of emerging air pollutant measurement methods; studies of emerging air pollutant measurement methods; evaluations of biomass fuel combustion and the open burning of biomass; studies of process and fugitive gas emissions; studies of emission sources using laser-based technology; studies of technologies developed for reduction of emission of global-warming greenhouse gases; studies of plant/soil trace gases; and studies of environmentally acceptable disposal of contaminated plant and animal matter.

ATTACHMENT 2

QUALITY ASSURANCE SURVEILLANCE PLAN

QUALITY ASSURANCE SURVEILLANCE PLAN  
Research Laboratory Support for APPCD and DCMD

PW5 Section #	Performance Requirement	Measurable Performance Standard	Acceptable Quality Level	Non-Compliance Disincentive
Task Areas 2 through 7	For every work assignment (WA) and written technical direction (TD) establishing a firm, specific delivery date for the generation of a final product, the contractor shall deliver such product to the Work Assignment Manager (WAM) by the specified delivery date.	Services and deliverables shall be in accordance with schedules stated in the Work Assignments and written technical direction.	Unless otherwise modified, a deliverable that is received 10 days past the due date will be considered unsatisfactory performance. No more than 5% of the deliverables may be late during a contract option period.	Unsatisfactory performance shall be documented under the category of timeliness in the NIH Performance Evaluation System if the acceptable quality level is not met.
Task Areas 2 through 7	Perform document & product review, research product documents, and prepare a final report in accordance with the WA requirements and written technical direction.	EPA WAM verifies that report is factually complete, grammatically correct (uses correct punctuation, syntax, and format) and fully compliant with the technical direction (TD) or WA. EPA WAM verifies contractor was responsive to comments on draft report. Report is delivered electronically and/or in hard copy as specified in the work assignment and/or written technical direction.	EPA WAM shall review all deliverables, and shall notify the contractor when the deliverables are not considered factually complete, grammatically correct and/or fully compliant. No more than 5% of the final reports may be unacceptable during a contract option period.	Unsatisfactory performance shall be documented under the category of quality of service in the NIH Performance Evaluation System if the acceptable quality level is not met.

PWS Section #	Performance Requirement	Measurable Performance Standard	Acceptable Quality Level	Non-Compliance Disincentive
Entire Contract	Work Assignments completed in a cost effective manner.	Total Cost at period end, as reported in the monthly report does not exceed the approved budgeted amount of the WA.	No more than 10% of work assignments exceed approved amounts.	Unsatisfactory performance shall be documented under the category of cost in the NIH Performance Evaluation System if the acceptable quality level is not met.

ATTACHMENT 3

REPORTS OF WORK

## REPORTS OF WORK

The work shall be divided into Work Assignments, each of which will require a Work Plan. Additionally, monthly progress reports and monthly financial management reports are required. Informal bi-weekly expenditure reports and special reports may be required for selected work assignments. Reports submitted under this contract shall reference the contract number, the work assignment number and the Environmental Protection Agency (EPA) as the sponsoring agency.

### MONTHLY PROGRESS REPORT

- (a) The Contractor shall furnish 3 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.
- (b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.
- (c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor consents, overtime approvals, and work plan approvals.
- (d) The report shall specify financial status at the contract level as follows:
  - (1) For the current reporting period, display the amount claimed.
  - (2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.
  - (3) Labor hours.
    - (i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.
    - (ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.
    - (iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.
    - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
  - (4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).
  - (5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.
  - (6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with



the average total cost per hour of the approved work plans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addressees on or before the 20th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (f1), for details on the timing of submittals. Distribute reports as follows:

No. of Copies:

Addressee:

2

Project Officer

1

Contracting Officer

ATTACHMENT 4

GOVERNMENT FURNISHED PROPERTY

Decal	Description	Manufacturer	Model No.	Serial No.	Cost
9560	Large Tool Box	Stanley			\$1,500
9561	Large Tool Box	Stanley			\$1,500
9562	Large Tool Box	Stanley			\$1,500
10703	BURNER, VARIABLE SWIRL, ACUREX PROJ #7	ACUREX FABRICATED	NONE	NONE	\$1,500
32386	BALANCE, PAN, 180G CAP, 2-DOORS	Mettler	H15	263502	\$1,000
80944	Top Load balance	Mettler	P-160		\$1,004
83585	Blower Motor	New York blower			\$2,837
84011	Electric Lift	Lincoln Electric	LIF7113		\$1,965
100688	PIPE THREADER	RIGID	535	348316	\$832
102345	Dyno Bedplate				\$6,500
102573	Lift Jack and Charger	Exide	NOP06-1-800		\$1,600
102720	Tractor lifting truck	Moto	MT-V-SP		\$5,025
152615	Large Tool Box	Stanley			\$1,500
152616	Large Tool Box	Stanley			\$1,500
152617	Large Tool Box	Stanley			\$1,500
152618	Large Tool Box	Stanley			\$1,500
154421	METER BOX, PARTICULATE SOURCE SAMPLING	NUTECH CORPORATION	201-100		\$2,500
154422	METER BOX, PARTICULATE SOURCE SAMPLING	NUTECH CORPORATION	201-100	0478	\$2,500
174228	CONTROL CONSOLE, DICHOT SAMPLER	SIERRA INSTRUMENTS	244E	573	\$3,133
177015	GENERATOR, 4.0 KW, GASOLINE	ONAN	UNKNOWN	H80051577E	\$1,382
179912	Dynamometer	HORIBA INSTRUMENTS	CED-800		\$180,870
195721	BALANCE, TOP LOADING, (COLOR YELLOW)	Sartorius	1212MP	3207023	\$1,166
333141	Dyno Refrigeration system	HORIBA INSTRUMENTS			\$149,832
333299	MONITOR, CO, WALL MOUNTED	TOXGARD	C	UNKNOWN	\$500
333355	Mass Flow Controller	Matheson			\$1,642
333356	Mass Flow Controller	Moore			\$1,642
448921	Marble weighing table				\$1,500
450037	SYRINGE PUMP	SAGE INSTRUMENTS	220	UNKNOWN	\$1,000
482664	CABINET, STORAGE, METAL, 2-DOOR	FED SUPPLY	NONE	NONE	\$150
482665	CABINET, STORAGE, METAL, 2-DOOR	FED SUPPLY	NONE	NONE	\$150
491151	CABINET, STORAGE, METAL, 2-DOOR	FED SUPPLY	NONE	NONE	\$150
491157	File Cabinet	Jebco			\$1,200
491186	File Cabinet	Jebco			\$350
491187	File Cabinet	Jebco			\$350
492674	Sampler filter pack				\$5,387

Decal	Description	Manufacturer	Model No.	Serial No.	Cost
493020	INCUBATOR, REACH-IN	FORMA SCIENTIFIC	3918	3990063	\$5,584
493023	MASS FLOW CONTROLLER, 20 SLPM	Tylan	FC-261	AC406022	\$850
663436	FURNACE, SPLIT TUBE	THERMCRAFT	114.24-3ZH	88644	\$1,550
663437	CONTROLLER, FURNACE	THERMCRAFT	3D1-30-120	88562	\$1,985
663983	RECORDER, MRL, 8 CHANNEL	ESTERLINE ANGUS	MRL868	88110036	\$3,823
664155	AIR SUPPLY, ZERO W/ PUMP	TECO	111	111-24093-213	\$2,385
665337	Laser printer	HEWLETT PACKARD	Laserjet 2		\$2,650
666222	AIR DRYER, REFRIGERATED, COMPRESSED AIR	HANKISON	801055	0302A-15-8905-012	\$1,256
666229	Tool box				\$472
666230	WET TEST METER	PRECISION	63111	14AX-8	\$2,700
666243	GAS CHROMATOGRAPH W/FID	SHIMADZU SCIENTIFIC INSTRUMENTS	GC-8A	54479YS	\$4,490
666258	GAS CHROMATOGRAPH W/ ECD & FID DETECTORS	HEWLETT PACKARD	5890A	2980A21225	\$15,714
666280	SMOKE SAMPLER, METHOD 5G	Apex Instruments	5-G	5G5S	\$3,833
666288	PLATFORM, FOR SCALES, W/O READOUT	TOLEDO SCALE CO	2185	2408061-2VP	\$1,732
666289	READOUT, LED DIGITAL, FOR PLATFORM SCALES	TOLEDO SCALE CO	8142	4239167-4UR	\$1,419
666816	Dyno Controller	HORIBA INSTRUMENTS	CDR900		\$30,461
666817	Computer	HP Vectra	E1430A		\$2,800
667118	Gas calibrator	Thermo Electron	146		\$7,843
721772	SCALE, ELECTRONIC, TOP LOADING	METTLER	PM-30	K-21872	\$1,456
721895	SCALE, PORTABLE - 20,000 GM CAPACITY	A & D MANUFACTURING	EP-20KA	2804190	\$1,450
722388	Nox Analyzer	Thermo Electron			\$8,361
722392	AIR DRYER, REFRIGERATED, COMPRESSED AIR	HANKISON	801055	03028-15-9010-46N	\$1,025
806038	GAS CHROMATOGRAPH, FID, LIGHT HYDROCARBON	HEWLETT PACKARD	5890	19235B	\$2,958
806054	CONSTANT TEMP BATH	BLUE M	MR3240C-1	M2349	\$3,000
806502	IBM Computer				\$4,500
806616	VEHICLE, TRAILER, TWO-HORSE W/SP TIRE; LIC#:EPA-169	GORE TRAILER MANUFACTURING INC.		1G9HP1026HW014178	\$3,503
806668	Temp Controller HAP van				\$1,980
807042	O3 analyzer	Thermo Electron	49		\$5,187
807534	Dual axle trailer	Fruehauf	C6HEY2		\$5,000
807535	Dyno Waterbreak	Clayton	CTE-50		\$10,900
807780	DATA ACQUISITION SYSTEM, ANALOG	LEADING EDGE	DC-2011	D2F610669396	\$2,290
808523	OVEN, DRYING	THERMOLYNE	OV35845	39100290	\$1,833
808861	SO2 analyzer	Thermo Electron			\$8,320
808862	SO2 analyzer	Thermo Electron			\$8,320

810353	Freezer	Labline		355210	\$1,636
810363	Balance	Sartorius			\$7,997
810364	Gas divider	SCOTT SPECIALTY GASES	SGD710		\$4,953
810367	Freezer	Fisher	425F		\$1,495
810368	Gas Chromatograph	HEWLETT PACKARD	5890A		\$12,007
812087	DESORBER, 14 TUBE	NUTECH CORPORATION	8513	8513-108	\$2,275
813049	MANIFOLD, OXYGEN CYLINDER	ACCU-TROL	LC-HP-9-2-2	5553	\$1,483
813524	CENTRIFUGE, TABLETOP, DAMON 3000 RPM	INTERNATIONAL EQUIPMENT CO	2355	235516116	\$1,355
911056	BALANCE, TOP LOADING, ELECTRONIC	A & D MANUFACTURING	FP6000	50013	\$1,832
911476	Thermal impulse bag maker	Aline	HD48		\$5,605
911484	Integrator	HEWLETT PACKARD	3396		\$2,336
911485	Integrator	HEWLETT PACKARD			\$2,336
911486	Gas Chromatograph	HEWLETT PACKARD	5890		\$17,881
911487	Gas Chromatograph	HEWLETT PACKARD			\$17,881
911509	Hydrocarbon Analyzer	HORIBA INSTRUMENTS	HTHC F1A-236-1		\$20,613
911694	Drivers aid	HORIBA INSTRUMENTS	SADA-2040		\$12,693
911710	CO Analyzer	HORIBA INSTRUMENTS	A1A-210-8		\$5,100
911711	CO2 Analyzer	HORIBA INSTRUMENTS	A1A-210-3		\$5,999
918226	GC	Antek	3041		\$8,000
918499	COMMUNICATOR PROGRAMMER	ROSEMOUNT ANALYTICAL	INC.ADQ/IPN U	38631	\$9,500
919217	ANALYZER/MONITOR, MULTI GAS W/ OPTICAL FILTER	BRUEL & KJAER INSTRUMENTS, INC.	1302	1629612	\$24,036
919354	MULTIPOINT SAMPLER & DOSER	BRUEL & KJAER INSTRUMENTS, INC.	1303A	1540799	\$33,113
919392	Analysis bench	HORIBA INSTRUMENTS			\$193,456
919867	GAS ANALYZER	SIEMENS	7MB1123-2D* *3-2AA1	C4-193	\$7,300
919882	ANALYZER, AUTOMOTIVE EMISSION	HORIBA INSTRUMENTS	MEXA-554GE	GE50303	\$5,468
922346	GAS ANALYZER	SIEMENS	7MB1123-5* 13-2AA1	C7-266	\$5,418
922989	FTIR, FOURIER TRANSFORM INFRARED SPECTROMETER SYS	NICOLET INSTRUMENT CORPORATION	MAGNA 550	ACJ-9300373	\$41,756
923816	FLOW SENSOR & FLOW TRANSMITTER	MICROMOTION	ADQ/IPNU	26424-13996 3	\$4,100
927111	GENERATOR, ELECTRIC, 9KW, GASOLINE	NORTHERN PRO	UNKNOWN	QC24-2	\$1,850
927520	Integrator	HEWLETT PACKARD	3396B		\$2,120
927521	GC	HEWLETT PACKARD	5890A	3336850591	\$13,977
927525	BATH, ULTRA-LOW TEMP, -80/-100C W/CIRC & TEMCNTRL	FTS SYSTEMS	MC880A3	MC 0889302	\$6,645
927536	RECOVERY/RECYCLE UNIT, REFRIGERANT	GRAVES	2070	9306882	\$1,864
927587	BALANCE, TOP LOADING	Sartorius	LC62005	30905809	\$2,876

927977	GAS CHROMATOGRAPH/MASS SPECTROMETER	VARIAN	3400	0850184120	\$71,663
928326	VEHICLE, TRAILER, 45', DRY CARGO, W/REFRIG UNIT	GREAT DANE	1994	731-TRLA	\$32,088
928752	Computer	Mitsuba	486-33		\$2,500
928756	computer	RTOS	486-33		\$2,500
928757	Computer	Mitsuba	486-33		\$2,500
932003	ANALYZER, MERCURY	BUCK SCIENTIFIC, INC.	400A	20	\$3,111
932011	WELDING MACHINE W/ ACCESSORIES	MILLER	SHOPMASTE R 300	KA813132	\$2,791
932024	BATH, REFRIGERATED W/ TEMP. CONTROL	CARON PRODUCTS	2085	2139-01	\$1,735
932057	RECIRCULATOR, REGRIGERATED COOLFLOW	NESLAB INSTURMENTS, INC.	CFT-75D	92MML47300 -4	\$2,904
932059	OVEN, MECHANICAL DIGITAL	THELCO / PRECISION SCIENTIFIC	130-DM	9303-006	\$2,021
932060	PLATFORM FOR SCALES, W/O READOUT	TOLEDO SCALE CO	2185	2350810	\$1,732
932062	ANNUBAR, FLOW METER, STACK GAS, DIETERICH STANDARD	ALLAN T. SHEPHERD	DCR-25	279737.1.1	\$2,063
932063	OSCILLOSCOPE, DIGITAL 2-CHANNEL W/ SOFTWARE	NICOLET INSTRUMENT CORPORATION	PRO 50	IRL9200199	\$17,457
932064	AIR CONDITIONER, 7.5 TON, W/ECONOMIZER & BAROM RELIEF	TRANE	TCD490C300 AA	H16143939D	\$7,065
932068	COMPUTER SYSTEM	IBM	AT	ATN3913351 70	\$7,291
932072	WEATHER STATION W/ ACCESSORIES	VAISALA, INC	MILOS 500	664809	\$13,287
932075	PALLET JACK, ELECTRIC, 4500 LB. CAP; BATT CHRGR;	MULTITON	WPT45	0307641349	\$4,120
932082	ANALYZER, NO & CO2	SIEMENS	7MB1123-31A A1	E0-814	\$9,438
932087	SAMPLE CONDITIONER, HOT BOX AND PERMA PURE DRYER	PERMA PURE	PD-100 (DRYER)	X-426683	\$2,287
932089	UNINTERRUPTIBLE POWER SOURCE (UPS), 19", 1500W	BEHLMAN	HBL1500	01846	\$2,995
932090	DATA ACQUISITION SYSTEM	INDUSTRIAL COMPUTER SERVICE	7508-33H	1975000001	\$3,544
932091	TRANSDUCER, TEMP COMPENSATED, SS TUBING	PAROSCIENTIFIC INC	2500A-101	60068	\$3,021
932092	READOUT, PRESSURE TRANSDUCER, INTELLIGENT	PAROSCIENTIFIC INC	730	372	\$1,194
932095	ELECTRON CAPTURE DETECTOR / 806038	HEWLETT PACKARD	L6212	2413A00572	\$2,957
932097	PERSONAL COMPUTER	Toshiba	T4700CT/320	10437572A	\$4,539
932133	COMPUTER, DESKTOP, UPRIGHT CASE	TRI MET COMPUTERS	NONE	TMC001842	\$1,455
932134	PLASMA CUTTING SYSTEM	THERMAL DYNAMICS	PAK5XR	L80901A1832 01B	\$2,570
932138	PUMP, 7 GPM, DRUM. AIR	FINISH THOMPSON INC	PFS48CE	77800F97	\$1,162

	POWERED, 4 FT LONG INTAKE				
932140	WELDER, ELECTRIC, AC/DC	MILLER	SHOPMASTER 300	KC266740	\$1,376
932141	PAINT SPRAY SYSTEM,TURBINE	CROIX	CX-10	2-26547	\$1,000
932147	PERSONAL COMPUTER, LAPTOP	CAF	386 SX	14593878	\$1,000
932148	MASS FLOW CONTROL BOX, 4-CHANNEL	Tylan	NONE	NONE	\$2,000
932151	PUMP, HI TEMP, METAL BELLOWS	SENIOR FLEXONICS	MB 158 HT	9185	\$2,170
932152	COMPUTER ON HPLC	TMC	UNKNOWN	002920	\$5,721
932154	PRINTER, LASERJET	HEWLETT PACKARD	6P	USCD077482	\$706
932156	PROBE, RH & TEMP, W/METER & PWR SPPLY	VAISALA, INC	HMP234	N4240001	\$2,196
932162	DATA ACQUISITION SYSTEM	KEITHLEY INSTR	DAS 1602	999/M 5003692	\$3,942
932163	CONTROL PANEL, U. L. FOR HI TEMP CHAMBER	CAROTEK, INC	CUSTOM	40-9903-7407	\$4,000
932164	HEAT CHAMBER BOX FOR HI-TEMP CHAMBER	NATIONAL METAL FAB	CUSTOM	NONE	\$3,000
933310	Vehicle pusher	Nustar			\$2,777
933311	Vehicle pusher	Nustar			\$2,777
933312	METHOD SAMPLING SYSTEM, (M25/VOC)	NUTECH CORPORATION	2504	9019	\$4,956
933343	DATA ACQUISITION MONITORING SYSTEM	CONSULTUS INC	383-33	UNKNOWN	\$1,936
933345	BALANCE, ANALYTICAL	DENVER INSTRUMENTS	A-250	B030892	\$2,850
933427	AIR DRYER, REFRIGERATED, COMPRESSED AIR	HANKISON	801055	0302A-15-910 5-17N	\$1,209
933465	MECHANICAL CONVECTION OVEN	THERMOLYNE	OV47415	47491015279 8	\$1,850
933485	RECORDER, LOGGER, MULTIPOINT, STRIP CHART	ESTERLINE ANGUS	MRL 244	912300003	\$4,405
933553	CALIBRATOR, THERMOCOUPLE	OMEGA ENGINEERING	CL511	06-0636	\$2,019
933570	ANALYZER, OXYGEN	ROSEMOUNT ANALYTICAL	755	2002747	\$4,600
933894	BALANCE, ANALYTICAL, 250 GM, W/WEIGHT SET	DENVER INSTRUMENTS	250G	B031851	\$2,445
958028	ANALYZER, OXYGEN	HORIBA INSTRUMENTS	MPA-220	570762112	\$8,865
958030	ANALYZER, CARBON DIOXIDE	HORIBA INSTRUMENTS	AIA-210	57071603	\$5,400
958032	ANALYZER, NO, NOx	HORIBA INSTRUMENTS	CLA-220	570497073	\$14,112
958033	ANALYZER, THC	HORIBA INSTRUMENTS	FIA-236	8512710101	\$21,825
958034	ANALYZER, CO	HORIBA INSTRUMENTS	AIA-210	570497172	\$8,865
958063	GLOBAL POSITIONING SYSTEM (GPS)	GARMIN	100AVD	92613027	\$1,625
958085	Portable Scales	Gec	MD-500A		\$4,660
958086	Portable Scales	Gec	MD-500A		\$4,660
958087	Portable Scales	Gec	MD-500A		\$4,660
958088	Portable Scales	Gec	MD-500A		\$4,660
958869	UPS UNINTERRUPTIBLE POWER	BEHLMAN	HBL-1500	02185	\$2,995

	SOURCE, RACKMOUNT, 1500W				
969114	SCANNING MOBILITY PARTICLE SIZER, ANALYZER	TSI	3071A	543	\$92,500
969210	Nox Analyzer	HORIBA INSTRUMENTS	CLa220		\$14,996
969211	Analyzer	HORIBA INSTRUMENTS	FIA220		\$10,640
969255	Fifth Wheel assembly	Labco			\$10,885
969259	Aerodynamic Particle Sizer				\$87,500
969313	VEHICLE, ROAD TRACTOR, 1990, DIESEL	KENWORTH	T-800	1XKDDR9X5L J555796	\$28,232
969363	Computer	Toshiba	650CT	1728118	\$5,000
969426	CO Analyzer	HORIBA INSTRUMENTS			\$13,661
969493	Dynomometer	Midwest	758		\$24,000
969626	GENERATOR, ELECTRIC, DIESEL POWERED	HONDA	EB120D	1061GM	\$9,084
969630	Throttle controller	Dyne Systems	DTC-1		\$10,000
969631	IV controller	Dyne Systems	Dyn-LOC		\$20,000
971229	System Controller	SHIMADZU SCIENTIFIC INSTRUMENTS	SCL10A		\$8,000
971239	Zero Air Generator	Whatman			\$5,714
971244	Dyne-Loc 4	Dyne Systems			\$8,000
971261	HPLc System	SHIMADZU SCIENTIFIC INSTRUMENTS	LC10		\$8,000
971407	Dynomometer				\$10,000
971498	Torquemeter	Himmelstein			\$8,141
971515	WEATHER STATION, WIND SPEED/DIRECTION,	CLIMATRONICS	101 990-62	167	\$2,850
971712	DLS Sensor				\$12,727
974065	Ambient Sampler	Graseby Anderson	PS-1		\$2,490
974995	AC/DC Converter	Exceltech			\$3,262
974998	Multigas Monitor	BRUEL & KJAER INSTRUMENTS, INC.			\$23,367
999298	Notebook	Toshiba	PA1241U		\$2,679
999665	WIND TUNNEL, LAB MODEL	THERMO SYSTEMS INC (TSI)	8390	247	\$12,950
A000045	ROUTER, D-HANDLE, BASE & EDGE GUIDE	PORTER CABLE	6911	143070	\$155
A000046	CONTROLLER, TEMPERATURE	OMEGA ENGINEERING	CN352-KF5	NONE	\$109
A000047	CONTROLLER, TEMPERATURE	OMEGA ENGINEERING	CN352-KF5	NONE	\$109
A000197	TROLLEY, 4000 LBS, 4-WHEELS	SAGINAW PRODUCTS CORP	7929	NONE	\$151
A000276	BALANCE, ELECTRONIC	ARLYN SCALE CO	600L	8179	\$500
A000280	LEVEL, ELECTRONIC, 24"	SMART TOOL	NONE	NONE	\$112
A000285	REFRIGERATOR/FREEZER, 18" OVER/UNDER, HOUSEHOLD, FOOD	AMANA	TQ18R2W	9308180653	\$500
A000299	CABINET, CYLINDER STORAGE, 70 X 32 1/2 X 39	UNKNOWN (DOZIER)	S-747 KD	NONE	\$529
A000347	CHARGER, BATTERY, SOLAR POWERED, 22 WATT	UNISOLAR	MBC-525	525-013209	\$285
A000348	MULTIMETER	FLUKE	8060A DMM	6670067	\$459



A000353	DESICCATING CABINET	BRINKMAN	NONE	NONE	\$400
A000354	DESICCATING CABINET	BRINKMAN	NONE	NONE	\$400
A000358	FREEZER, HOUSEHOLD, CHEST TYPE, 8 FT	WHITE-WESTINGHOUSE	FC105LTW3	WBZZ009762	\$250
A000362	CALIBRATOR, MILLIVOLT	NASSAU INSTRUMENT CO	2000	NONE	\$50
A000363	SURFACE TEM PROBE & METER	OMEGA ENGINEERING	XT-250F	50-811282627	\$50
A000364	TABLE, WEIGHING, MARBLE	UNKNOWN	NONE	NONE	\$300
A000366	VALVE, GAS REGULATOR	SCOTT SPECIALTY GASES	11B	NONE	\$150
A000369	VALVE, GAS REGULATOR	SCOTT SPECIALTY GASES	NONE	NONE	\$150
A000371	VALVE, GAS REGULATOR	FISHER SCIENTIFIC	NONE	NONE	\$150
A000373	DESICCATING CABINET, BENCHTOP	BOEKEL	NONE	NONE	\$100

A000374	DESICCATING CABINET, BENCHTOP	FISHER SCIENTIFIC	NONE	NONE	\$100
A000375	DESICCATING CABINET, BENCHTOP	SANDPLATEC	DRYKEEPER	NONE	\$150
A000376	DESICCATING CABINET, BENCHTOP	SANDPLATEC	DRYKEEPER	NONE	\$150
A000377	DESICCATING CABINET, BENCHTOP	NIKKO	NONE	NONE	\$150
A000378	DILUTION SAMPLING SYSTEM; SEE COMMENTS	VARIOUS	PROTOTYPE	NONE	\$5,000
A000379	CONTAINER, SHIPPING, PLASTIC, 30X30X30	UNKNOWN	NONE	NONE	\$50
A000380	STOVE, WOODBURNING, R&D	ALADDIN	QUADRAFIRE	NONE	\$800
A000381	METER, WOOD MOISTURE	DELMHORST INST CO	RDX-1	1212	\$500
A000382	METER, WOOD MOISTURE	DELMHORST INST CO	RC-1C	14807	\$500
A000386	WEIGHT SET, CALIBRATING, CLASS S	TROEMNER	CLASS S	NONE	\$500
A000388	STOVE, WOODBURNING, R&D	ALADDIN	QUADRAFIRE	NONE	\$800
A000390	STOVE, WOODBURNING, R&D	ALADDIN	QUADRAFIRE	NONE	\$800
A000391	CONVERTER, VGA to TV	AVERKEY	J4EVKEY	9307253	\$249
A000393	Flow Switch				\$136
A000395	SENSOR, HUMIDITY	HY-CAL	CT829-A	913540	\$500
A000396	COMPANION VGA, & CABLE VIDEO GRAPHICS ARRAY	CYBEX	CPV-A	NONE	\$338
A000397	COMPANION VGA, & CABLE VIDEO GRAPHICS ARRAY	CYBEX	CPV-A	NONE	\$338
A000401	VCR, RECORDER, VIDEO CASSETTE, W/2 YR EXT SVC	JVC	HRJ433U	TBD	\$170

A000404	DRYER, 12 INCH,50 TUBE, EXHAUST SAMPLE (BELOW NOx	PERMA PURE	PO625-12PP	NONE	\$390
A000405	ACCELEROMETER, (INCLINOMETER)	JEWELL	NONE	2041	\$425
A000406	MASS FLOW METER, 0-20 LPM	Tylan	FM-361-V	BC0409005	\$775
A000407	CONTROLLER, TEMPERATURE	TECHNICAL HEATERS	8000	215866	\$495
A000408	CONTROLLER, TEMPERATURE	TECHNICAL HEATERS	8000	215877	\$495
A000414	REGULATOR, GAS CYLINDER	SCOTT SPECIALTY GASES	11-B	NONE	\$250
A000415	REGULATOR, GAS CYLINDER	SCOTT SPECIALTY GASES	11-B	NONE	\$250
A000416	REGULATOR, GAS CYLINDER	SCOTT SPECIALTY GASES	11	NONE	\$250
A000417	REGULATOR, GAS CYLINDER	SCOTT SPECIALTY GASES	2A	NONE	\$250
A000418	REGULATOR, GAS CYLINDER	SCOTT SPECIALTY GASES	11-B	NONE	\$250
A000419	REGULATOR, GAS CYLINDER	SCOTT SPECIALTY GASES	11-B	NONE	\$250
A000420	REGULATOR, GAS CYLINDER	SCOTT SPECIALTY GASES	11-B	NONE	\$250
A000421	REGULATOR, GAS CYLINDER	SCOTT SPECIALTY GASES	11-B	NONE	\$250

A000423	REGULATOR, GAS CYLINDER	SCOTT SPECIALTY GASES	51-15D	NONE	\$250
A000424	REGULATOR, GAS CYLINDER	SCOTT SPECIALTY GASES	51-15D	NONE	\$250
A000425	REGULATOR, GAS CYLINDER	SCOTT SPECIALTY GASES	51-15D	NONE	\$250
A000427	TRANSFER VESSEL	BARNSTEAD/THERMOLY NE	THERMO 20	DQD96M109	\$685
A000429	REGULATOR, GAS CYLINDER, BRASS, CGA660	GO	P/N106027	NONE	\$200
A000430	REGULATOR, GAS CYLINDER, BRASS, CGA660	GO	P/N106027	NONE	\$200
A000431	REGULATOR, GAS CYLINDER, BRASS, CGA320	SCOTT SPECIALTY GASES	2A	NONE	\$200
A000432	REGULATOR, GAS CYLINDER, BRASS, CGA660	GO	P/N106027	NONE	\$200
A000433	REGULATOR, GAS CYLINDER, BRASS, CGA660S, S/S	AIRCO	NONE	NONE	\$600
A000440	REGULATOR, GAS CYLINDER, CGA590, BRASS	Air Products	NONE	E72-JN1450	\$200
A000441	REGULATOR, GAS CYLINDER, CGA350S, S/S	Air Products	P/N102771	NONE	\$700
A000443	REGULATOR, GAS CYLINDER, CGA590, S/S	Air Products	P/N102771	NONE	\$700
A000445	REGULATOR, GAS CYLINDER, CGA590, S/S	Air Products	NONE	E12-K-C1448	\$700

A000447	TIMER	CHRONTROL	CD-4	50619	\$200
A000448	MASS FLOW CONTROLLER, 1 SLPM	Tylan	FC-260	AA705034	\$850
A000449	CONTROL BOX, MASS FLOW CONTROLLER	Tylan	R028	F09111018	\$1,000
A000457	HOTPLATE, STIRRING	FISHER SCIENTIFIC	210T	109	\$100
A000461	TOOLBOX, W/TOOLS, 6-DRAWERS, RED	UNKNOWN	NONE	NONE	\$350
A000468	MASS FLOW CONTROLLER, 1 SLPM	Tylan	FC-260	AB002613	\$850
A000475	PLANER, 13,000 RPM, HANDHELD	BOSCH	3296	66300307	\$185
A000476	CRIMPER	ASTRO TOOL CORP	A100	58863	\$250
A000489	GRINDER, ANGLE, 7 INCH, AIR POWERED, 7.500 RPM	CHICAGO PNEUMATIC	CP9160	5341L	\$398
A000491	DRILL, 3/8", AIR POWERED, 18,000 RPM	JET EQUIPMENT TOOLS	JSM-705	68971	\$66
A000492	MEGOHMETER	AMPROBE INSTR	AMB-2	96300165	\$301
A000494	DRILL, AIR POWERED	INGERSOLL RAND	7802R	1-97D	\$180
A000495	GRINDER, ANGLE, DIE	INGERSOLL RAND	302	1-97-E	\$153
A000496	GRINDER, DIE	INGERSOLL RAND	308	197D	\$101
A000497	MIXER, 1/2 HP, DIRECT DRIVE	LESSON ELECTRIC CORP.	C6C17FB1E	NONE	\$525
A000498	PUMP/METER BOX	Apex Instruments	45-G	1054	\$300
A000500	HOLESHOOTER, 1/2 ", D-HANDLE,VARIABLE,REVERSIBLE	MILWAUKEE ELEC CORP	1007-01	628-D397220142	\$143
A000502	SAW, AIR BODY	JET EQUIPMENT TOOLS	JSG-0822	55816	\$103
A000503	DRILL, 1/2", REVERSIBLE, AIR, (90 PSI,)	INGERSOLL RAND	IR7803R	197E	\$197
A000504	TIMER, VEHICLE SPEED, RADAR GUN	APPLIED CONCEPTS, INC	SNSKDSP	SS002812	\$995
A000505	SANDER, BELT, HANDHELD, AIR DYNAFIL	DYNABRADE	40320	44073	\$385
A000509	CYCLONE, HIGH VOL FURNITURE SAMPLER,W/DIRT DEVIL	CASCADE STACK SAMPL SYS	NONE	NONE	\$950
A000510	TOOL CHEST AND TOOLS	CRAFTSMAN	NONE	NONE	\$900
A000528	MASS FLOW CONTROLLER, AIR, 1SLPM	Tylan	FC-260	AA705026	\$850
A000534	REGULATOR, GAS, BRASS	UNION CARBIDE	P/N 201.3101	NONE	\$300
A000535	REGULATOR, GAS, BRASS	AIRCO	NONE	NONE	\$300
A000536	MASS FLOW CONTROLLER, AIR, 1 SLPM	Tylan	FC-260	AA705027	\$850
A000540	MASS FLOW CONTROLLER, AIR, 1SLPM	Tylan	FC-260	AA501485	\$850
A000541	MASS FLOW CONTROLLER, AIR, 1SLPM	Tylan	FC-260	AA009572	\$850
A000542	MASS FLOW CONTROLLER, AIR, 1SLM	Tylan	FC-260	AA502187	\$850
A000543	MASS FLOW CONTROLLER, AIR, 1SLPM	Tylan	FC-260	AA705035	\$850

A000544	MASS FLOW CONTROLLER, AIR, 1SLPM	Tylan	FC-260	AA808162	\$850
A000545	MASS FLOW CONTROLLER, AIR, 1SLPM	Tylan	FC-260	AA209649	\$850
A000546	MASS FLOW CONTROLLER, AIR, 1SLPM	Tylan	FC-260	AA705030	\$850
A000547	MASS FLOW CONTROLLER, AIR, 1SLPM	Tylan	FC-260	AA705025	\$850
A000548	MASS FLOW CONTROLLER, AIR, 1SLPM	Tylan	FC-260	AA705031	\$850
A000549	MASS FLOW CONTROLLER, AIR, 1SLPM	Tylan	FC-260	AA110294	\$850
A000560	OVEN, GRAVITY CONVECTION, 1 CU FT, ECONOMY SERIES	BLUE M	G013000A	UNKNOWN	\$740
A000563	CABINET, FLAMMABLE STORAGE	EAGLE MFG CO	1904	NONE	\$276
A000579	AIR CONDITIONER, WINDOW, HEAT 10,500 COOL 10,700	WHIRLPOOL	ACE124	QG4714784	\$694
A000588	TEST KIT, COMBUSTION	BACHARACH	FYRITE	10-5020	\$375
A000589	FLOWMETER, MASS, GAS, 0-50 SLPM, W/O DISPLAY	OMEGA ENGINEERING	FMA1728	G17030	\$575
A000590	FLOWMETER, MASS, GAS, 0-50 SLPM, W/O DISPLAY	OMEGA ENGINEERING	FMA1728	G17392	\$575
A000591	FLOWMETER, MASS, GAS, 0-50 SLPM, W/O DISPLAY	OMEGA ENGINEERING	FMA1728	G17393	\$575
A000592	MASS FLOWMETER, GAS, 0=50slm, W/O DISPLAY, BRASS	OMEGA ENGINEERING	FMA1728	G17431	\$575
A000594	CART, TABLE, LIFT 770 LBS	NORTHERN HYDRAULICS	NONE	NONE	\$459
A000595	POWER SUPPLY, FOUR CHANNEL	PORTER INSTR	CM4	4309	\$1,225
A000597	MASS FLOW CONTROLLER, 20L,	Tylan	FC-280S	AW9508204	\$637
A000598	DETECTOR, GAS LEAK	GOW-MAC	21-250	K927603	\$1,295
A000599	REGULATOR, GAS, S/S, 2-STAGE, B-580	Air Products	NONE	NONE	\$757
A000600	MASS FLOW CONTROLLER, 20L,	Tylan	FC-280S	AW9412144	\$637
A000601	REGULATOR, GAS, S/S, 2-STAGE, B-590	Air Products	NONE	NONE	\$757
A000602	CD-WRITER PLUS 7500E	HEWLETT PACKARD	C4412A	MY0051L2CX	\$279
A000603	VACUUM CLEANER	DIRT DEVIL	086500	NONE	\$138
A000606	PRINTER & ACCESSORIES	HEWLETT PACKARD	HPDJ712C	SG93B1X0F5	\$191
A000607	PRINTER, LASERJET	HEWLETT PACKARD	2100xi	USDD026986	\$675
A000611	UPS, RACK MOUNT	BEST AXXIUM	0620-1500RU	205PFB0008 T	\$1,004
A000612	PC, 512K,	DELL COMPUTER	PENTIUM III	713KV	\$2,413
A000617	POWER SUPPLY, 4-CHANNEL	PORTER INSTR	CM4	4316	\$1,225
A000619	TRANSMITTER, DIFFRNTL PRESSURE, +- .25 WATER	ASHCROFT	XLdp	91214115	\$317
A000620	REGULATOR, GAS, 2-STAGE, HI-PURITY	Air Products	E12-244D	NONE	\$305
A000622	SWITCH, PC, AUTOVIEW 200, 8-CHANNEL	CYBEX	520-184-003	BA0047067	\$1,273
A000625	REGULATOR, GAS PRESSURE,	Air Products	E12-244D580	NONE	\$328

	HELIUM				
A000626	REGULATOR, GAS PRESSURE, NO	Air Products	E12-244D350	NONE	\$328
A000628	SCALES, FLOOR, 500 LB CAP, @ 1/2 LB GRADIANTS	O'HAUS	CD-11	00096936HA	\$811
A000630	HEATER, KEROSENE, PORTABLE, 3,200 - 14,000 BTU	TOYOAIR	LB-407	NONE	\$499
A000633	AIR CONDITIONER, WINDOW, 7,700 BTU	FRIGIDAIRE	FAC022J7A3	JK94919504	\$278
A000634	PUMP, AIR COMP/ VACUUM	THOMAS SCIENTIFIC	905CA18TFE	03000000001	\$304
A000643	LADDER, OFFICE, STEEL	LAB SAFETY	9A-8841	NONE	\$170
A000644	AIR CLEANER, ENVIRACAIRE	HONEYWELL	13520	NONE	\$180
A000645	PUMP, TURBO, 63 CFM, USED	PFEIFFER VACUUM	TPU060	P7297	\$2,750
A000646	AIR CLEANER, ENVIRACAIRE	HONEYWELL	13520	NONE	\$180
A000647	TUBE DESORBER, SAMPLER, ON-LINE	PERKIN-ELMER	ADT-400	53718	\$44,569
A000648	JACK, LABORATORY, 4" x 4"	UNKNOWN	UNKNOWN	NONE	\$107
A000652	DATALOGGER, BOX 1	VALITEC	AD128C-T2	02466-36200-A20	\$799
A000653	DATALOGGER, BOX 2	VALITEC	AD128C-T2	02467-36200-A20	\$799
A000654	DATALOGGER, BOX 3	VALITEC	AD128C-T2	02465-36200-A20	\$799
A000655	LAMINAR FLOW ELEMENT	MERIAM INSTR	50MC2-4	784390-R1	\$1,579
A000656	MASS FLOW CONTROLLER, 0-1000 SCCM	COLE PARMER	32708-06	CP7077	\$575
A000658	MASS FLOW CONTROLLER, 0-1000 SCCM	COLE PARMER	32708-06	CP7073	\$575
A000659	MASS FLOW CONTROLLER, 0-500 SCCM	COLE PARMER	32708-06	CP7090	\$575
A000660	MASS FLOW CONTROLLER, 0-500 SCCM	COLE PARMER	32708-06	CP7060	\$575
A000661	MASS FLOW CONTROLLER, 0-500 SCCM	COLE PARMER	32708-06	CP7087	\$575
A000663	TRACER/TESTER, CIRCUIT	AMPROBE INSTR	2201CE	NONE	\$898
A000665	DATA ACQUISITION SYSTEM, (TEN SMALL COMPONENTS)	NATIONAL INSTR	777517-000	X10212201	\$2,535
A000669	METER, MASS FLOW, 0-15 LPM, ALUM/BRASS BODY	OMEGA ENGINEERING	FMA1722	G22479	\$431
A000670	PIPETTOR, REPEATER PLUS	EPPENDORF	22260201	124475	\$375
A000672	RETROFLECTOR, 30 CUBE, GOLD COATED	PLX, INC	AR-30-20G	UNKNOWN	\$5,200
A000674	HOSE, HEATED S/S 1/2" OD, 20 FEET LONG	TECHNICAL HEATERS	10'	25650-04-02-01	\$920
A000676	MASS FLOW CONTROLLER, NITROGEN, 100 SCCM	SIERRA INSTRUMENTS	840L2OV1SV1EV1S1	57326	\$1,210
A000682	FLOW BOX, 5-CHANNEL, MFCs	SIERRA INSTRUMENTS	905CPSBM11	57328	\$1,990
A000684	REGULATOR, GAS, S/S, 2-STAGE	Air Products	CGA-660	NONE	\$757
A000685	WEATHER MONITOR	UNKNOWN	MONITOR II	NONE	\$460
A000697	MASS FLOW CONTROLLER, 0-100 SCCM	Tylan	FC-260	AA410069	\$695

A000701	REGULATOR, GAS, 2-STAGE, 0-75PSI, 316 S/S	SCOTT SPECIALTY GASES	NONE	NONE	\$760
A000702	REGULATOR, GAS, 2-STAGE, 0-75PSI, 316 S/S	SCOTT SPECIALTY GASES	NONE	NONE	\$760
A000706	REGULATOR, GAS, BRASS	Air Products	E-12-C445	NONE	\$757
A000707	CROSS PURGE, GAS CYLINDERS	Air Products	CPA4330	NONE	\$850
A000708	TRANSMITTER, PRESSURE & FLOW DIFFERENTIAL	AIR MONITOR CORP	VELTRON II	A26110	\$1,200
A000709	TRANSMITTER, PRESSURE & FLOW DIFFERENTIAL	AIR MONITOR CORP	VELTRON II	A25999	\$1,200
A000710	TRANSMITTER, PRESSURE & FLOW DIFFERENTIAL	AIR MONITOR CORP	VELTRON II	A26000	\$1,200
A000711	ANNUBAR, DIETERICH STANDARD, TRACTOR EXHAUST	ALLAN T. SHEPHERD	DCR16S	UNKNOWN	\$905
A000712	TRANSMITTER, DIFFRNTL PRESSURE, +- .75 WATER	ASHCROFT	XLdp	00100159	\$304
A000713	MULTI-COMPUTER DATA ACQ SYSTEM	CYBER RES.	SEVERAL	SEVERAL	\$7,517
A000714	MASS FLOW CONTROLLER, OXYGEN, 5 SLPM	SIERRA INSTRUMENTS	840L2OV1SV1EV1S1	57325	\$1,210
A000715	MASS FLOW CONTROLLER, NITROGEN, 10 SCCM	SIERRA INSTRUMENTS	840L2OV1SV1EV1S1LF	57324	\$1,210
A000717	MASS FLOW CONTROLLER, METHANE, 1 SLPM	SIERRA INSTRUMENTS	840L2OV1SV1EV1S1	57323	\$1,210
A000718	MASS FLOW CONTROLLER, NITROGEN, 20 SLPM	SIERRA INSTRUMENTS	840L2OV1SV1EV1S1	57327	\$1,280
A000719	MOUNTING SYSTEM, DUAL MID FLOW MOLSTIC	DH INSTRUMENTS	401317	NONE	\$4,330
A000720	MASS FLOW ELEMENT, 30SLPM	DH INSTRUMENTS	3E4-VCR-V-Q	1975	\$4,280
A000721	MASS FLOW ELEMENT, 5 SLPM	DH INSTRUMENTS	5E3-VCR-V-Q	1611	\$3,300
A000722	MASS FLOW ELEMENT, 30SLPM	DH INSTRUMENTS	3E4-VCR-V-Q	1976	\$4,280
A000723	ARBOR PRESS, AIR POWERED, 120 PSI & DIE SET	AIR MITE	AP13	NONE	\$669
A000724	AEROSOL NEUTRALIZER	TSI	3012	NONE	\$5,800
A000726	ANALYZER, IR, NITRIC OXIDE, SULF DIOXIDE	RAE SYSTEMS	037-P	NONE	\$4,575
A000727	MASS FLOW CONTROLLER & PWR SUPPLY	COLE PARMER	GFC471	68535-1	\$1,150
A000729	FREEZER, CHEST, 5 cu ft, WHITE	FRIGIDAIRE	FFC05C2AW	WB20740019	\$170
A000730	AGITATOR/TUMBLER, ROTARY	ANALYTICAL TESTING	DC-20	TBD	\$2,107
A000731	CENTRIFUGE, REFRIG, SSPEED, 50x g, 220vOLT, 30amp	SORVALL	RC 5B	TBD	\$14,552
A000732	CRANE, GANTRY, HVY DUTY	T & S EQUIPMENT CO	NONE	NONE	\$1,100
A000733	GENERATOR, DIESEL, 10 kw	HONDA	EB12DAC	ECD-1005949	\$8,845
A000735	COUNTER, MASS/PARTICLE	MET ONE INSTRUMENTS	531	B4253	\$3,250
A000737	ROTARY TABLE, PART OF ROSS	YUASA INTERNATIONAL	UDX17001	13065	\$8,474
A000738	ROTARY TABLE, PART OF ROSS	YUASA INTERNATIONAL	UDX17001	13073	\$8,474
A000740	REGULATOR, GAS, NITROGEN	ADVANCED	NONE	NONE	\$309
A000741	PRINTER, INKJET	HEWLETT PACKARD	7550	SCN2834209N	\$299

A000742	VIRTUAL IMPACTOR, 40cfm DICHOT w/2.5PM CUTPOINT	TISCH ENVIR.	CUSTOM	NONE	\$4,200
A000791	MONITOR, TEOM SERIES 1400a PM-10, 120vac;	RUPPRECHT & PATASCHNICK	1400a	140AB248510 310	\$15,928
A000792	PUMP, for MICRO DIOXIN CONCENTRATOR	MICROPUMP	HG200.150-0 024	374363	\$1,360
A000793	MASS FLOW CONTROLLER, GAS AIR, 1000 SCCM	Tylan	FC-260	8032037	\$862
A000794	MASS FLOW CONTROLLER, GAS N2, 2000 SCCM,	Tylan	FC-260	AA9302021	\$862
A000795	MASS FLOW CONTROLLER, GAS NO in N2, 200 SCCM	Tylan	FC-260KZ	9062490	\$862
A000796	MASS FLOW CONTROLLER, GAS CO2, 500 SCCM	Tylan	FC-260	AA503542	\$862
A000797	MASS FLOW CONTROLLER, GAS CO in N2, 200 SCCM	Tylan	FC-260	AA9402035	\$862
A000798	MASS FLOW CONTROLLER, GAS SO2 in N2, 500 SCCM	Tylan	FC-260KZ	AA9609124	\$862
A000799	CLEANER, ULTRASONIC, W/TIMER & HEATER	BRANSON	2510R-MTH	RLB01037968 1D	\$506
A000824	Lecture Bottle Regulator				\$166
A000825	MFC and Pwr Supply				\$1,000
A000830	Low Pressure Impactor	ELPI			\$75,500
A000834	Flow Calibrator	BIOS INTERNATIONAL			\$4,000
A000863	Personal Data analyzer			258099	\$1,199
A000869	Tube Conditioner	Markes			\$53,013
A000872	MFC Control box	URS	URS100		\$1,295
A000881	Incubator with Platform	New Brunswick			\$8,200
A000882	# piece blanket assembly	ATMO Seal			\$3,000
A000884	MAC Moisture Analyzer				\$9,860
A000893	Ammonia Detector				\$5,000
A000905	Dynacalibrator w tube	VICI			\$3,727
A000906	Dryer Assembly	Nafion			\$1,565
A000907	Dryer Assembly	Nafion			\$1,565
A000910	Reliance 400				\$36,702
A000911	Bead Beater	Biospec			\$810
A000912	Carat Weight Scale	Sartorius			\$1,337
A000915	Autotitrator	Hach			\$2,999
A000917	Plas-labs Glove box	Plas Labs			\$5,699
A000918	Vapor phase monitor	Clordisys			\$19,000
A000919	M6 Console	Apex Instruments	XC-60B		\$1,595
A000920	M6 Console	Apex Instruments	XC-60B		\$1,095
A000921	Dynmometer	EDDY			\$24,000
A000922	Analytical Balance w weights	Sartorius			\$4,600
A02098	Notebook Computer	Compaq	CPQ1621		\$2,200
A02399	Calibrator	Fluke			\$9,970
A02430	Portable GC	PERKIN-ELMER	Voyager		\$21,130
A02484	Aethalometer	McGee Sci			\$12,750

A02661	Air Monitoring System	EcoChem	PAS2000		\$13,857
A02716	Drycal			B780	\$2,899
A02787	ELPI				\$75,695
A20161	Gyro	Crossbow		9913611	\$8,000
A20288	Furnace		9150	96082	\$5,025
A20289	Drywell		9107	96026	\$6,025
A20682	NOx Analyzer	Thermo Electron	42CHL		\$9,342
A20733	Displacement meter	Roots			\$9,062
A20734	Tapered element oscillating balance	Rupprecht	1105A	1105A201359902	\$32,580
A20742	ELPI				\$68,900
A33088	PLC Panel				\$11,986
A33153	PC	DELL COMPUTER			\$2,100
A33312	Data Processing System	Rupprecht	1400A		\$15,278
A33313	Data Processing System	Rupprecht	1400A		\$15,278
A33316	Dilution Analyzer	API	700		\$9,996
A33317	CO Analyzer	API	300A		\$9,996
A33401	Nox Analyzer	Calif Analytical	400HCLD	7Lo7002	\$12,956
A33550	Meteorological station	Vaisala	DTR502		\$4,670
A33551	Nox Analyzer	API	200A		\$9,500
A33552	CO Analyzer	API	300		\$8,900
A33754	SF6 analyzer	Lagus	Autotrac ALT1		\$12,000
A33830	Particle Counter	TSI			\$27,950
A33831	Aerosol Diluter	TSI	3934		\$5,850
A33832	Particle Counter	TSI			\$27,950
A33833	Aerosol Diluter	TSI	3302	143	\$5,850
A33834	Aerosol Diluter	TSI	3302A		\$5,850
A33835	Classifier	TSI			\$68,475
A33934	Particle Counter	TSI	3080		\$34,750
A33935		TSI	3025A		\$35,850
A50091	Hydrogen Generator	Air Products			\$6,732
A50092	Gas generator	Parker			\$6,732
A50949	Zero Air Generator	API	M701		\$3,680
A50980	Data Logger	ESC	8816		\$4,160
A52354	Notebook	DELL COMPUTER	C840		\$1,533
A53020	SO2 analyzer	Teledyne	100A		\$6,941
A53447	Mass Monitor	Sensors Inc	SQCM-001		\$23,000
A53616	Diesel Emissions Aerosol Laboratory (DEAL)				\$41,650
A54105	Sampling trailer	Wells Cargo			\$14,471
A54789	SF6 analyzer	Lagus	Autotrac ALT1		\$16,575
A54790	SF6 analyzer	Lagus	Autotrac ALT1		\$16,575
A54791	SF6 analyzer	Lagus	Autotrac ALT1		\$16,575



A75414	HFID/MHFID Analyzer	Calif Analytical			\$524,450
A75629	Exhaust Particle sizer	TSI	3090		\$85,000
A75753	Panel Saw	Dewalt	3480		\$2,200
A75754	Air Compressor	Ingersoll Rand	2340LS		\$1,200
A76530	Gas Analyzer	HORIBA INSTRUMENTS	VA3000		\$15,273
A76704	Solvent Extractor	Dionex			\$40,536
A76828	Rapid Vap	Labconco			\$7,729
A97066	Vectra Computer	HEWLETT PACKARD			\$2,800
A97067	Dilution Air Heater	Unique Products	507-574		\$4,974
A97068	Dynamometer	Vibrometer	2WB65		\$12,000
A97069	CO Analyzer	HORIBA INSTRUMENTS	OPE135		\$5,100
A97070	THC Analyzer	HORIBA INSTRUMENTS	OPE435		\$18,000
A97071	Drive Trace	HORIBA INSTRUMENTS	SADA2040		\$12,693
A97072	Evaporative device	HORIBA INSTRUMENTS			\$180,000
EPA1839	Trailer	Haulmark	4xsgb1629yg 022365		\$2,500
No number	Dayton steam cleaner			2Z003	\$1,200
No number	Multigas analyzer	Calif Analytical			\$37,250
No number	Hybrid Vehicle	Chrysler			\$70,000
No number	Chlorine Dioxide analyzer	Interscan			\$6,945
No number	Mercury Analyzer	Ohio Lumex			\$24,000
No number	Diesel Exhaust Holder	Rupprecht			\$1,285
No number	Stanley tool cabinets, small quantity 24	Stanley			\$9,600
No number	Flow Controller	Tylan			\$1,985
No number	Ralmikes cutoff saw				\$250
No number	Diesel Exhaust Holder				\$1,000
No number	Analyzer filters				\$12,000

ATTACHMENT 5

SUBCONTRACTING PLAN



ATTACHMENT 6

DEFINITION OF MINIMUM LABOR CLASSIFICATION

## DEFINITION OF MINIMUM LABOR CLASSIFICATIONS

The following definitions of the labor classifications are provided to aid in the preparation of the technical and cost portions of your proposal.

## (a) Professional

1. Professional Level 4 (PL-4) - Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action.

Typical Title: Senior Chemist, Senior Engineer, Senior Scientist, Senior Management, Program Manager, Safety Officer, Quality Assurance Officer

Normal Qualifications: Ph.D. Degree or equivalent (see paragraph (c)(1))

Experience: minimum of 10 years

2. Professional Level 3 (PL-3) - Under general supervision of program manager or senior management, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance performance, reviews progress and evaluates results, makes changes in project implementation or design where necessary. Operates with some latitude for unreviewed actions or decision.

Typical Title: Junior Chemist, Junior Engineer, Junior Scientist

Normal Qualifications: Master's Degree or equivalent (see paragraph (c)(2))

Experience: minimum of 6 years

3. Professional Level 2 (PL-2) - Under supervision of a project manager or senior management, carries out assignments associated with specific projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment; coordinates the activities of lower professional levels or technicians. Work assignments are varied and require some originality and ingenuity.

Typical Title: Entry Level II Chemist, Entry Level II Engineer, Entry Level II Scientist

Normal Qualifications: Bachelors Degree or equivalent (see paragraph (c)(3))

Experience: over 3 years

4. Professional Level 1 (PL-1) - Works under close supervision of project manager or senior analyst. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Title: Entry Level I Chemist, Entry Level I Engineer, Entry Level I Scientist

Normal Qualifications: Bachelors Degree or equivalent (see paragraph (c)(3))

Experience: 0-3 years

(b) Technician

- (1) Level 3 - Performs non-routine and complex assignments. Works under general supervision of a scientist or engineer. Performs experiments or tests which may require nonstandard procedures and complex instrumentation. Records, computes and analyzes test data; prepares test reports. May supervise lower level technicians.

Typical Title: Senior Technician

Experience: minimum of 6 years

- (2) Level 2 - Performs assignments that are normally standardized. Operates testing or processing equipment of moderate complexity. May construct components or subassemblies of prototype models. May troubleshoot malfunctioning equipment and make simple repairs. Extracts and processes test data.

Typical Title: Technician

Experience: minimum of 2 years

(C) Equivalent Experience/Qualification Substitutions

- (1) **Ph.D. Degree** A Master's Degree or higher plus any combination of additional experience (beyond the minimum experience requirement) or graduate level study in the proposed field of expertise totaling four years, or Bachelors Degree plus any combination of additional experience (beyond the minimum experience requirement) or undergraduate level study in the proposed field of expertise totaling six years. (No other equivalent combinations apply)

- (2) **Master's Degree** A Bachelors Degree plus any combination of additional years of experience (beyond the minimum experience requirement) or graduate level study in the proposed field of expertise totaling four years. (No other equivalent combinations apply)

- (3) **Bachelors Degree** Any combination of additional years of experience (beyond the minimum experience requirement) in the proposed field of expertise or full time college level study in the particular field totaling four years. (No other equivalent combinations apply)

NOTE: Each year of graduate level study in an appropriate field will be considered equal to each year of experience. This will be on a one-to-one basis.

ATTACHMENT 7

INVOICE PREPARATION INSTRUCTIONS

## INVOICE PREPARATION INSTRUCTIONS

## SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed



transferred from Page \_\_\_\_ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

**INVOICE PREPARATION INSTRUCTIONS**  
**SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The fee shall be determined in accordance with instructions appearing in the contract.

**NOTE:** Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

**SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the

period of the invoice.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Contractor Acquired Equipment (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### **SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify by labor category the number of hours, fixed hourly rate, and total dollars billed for the period of the invoice.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds

\$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Contractor Acquired Equipment** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

**NOTE:** Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

**NOTE:** All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 8

TECHNICAL EVALUATION CRITERIA

## TECHNICAL EVALUATION CRITERIA

The criteria set forth below will be used to evaluate the offerors' technical proposals submitted to fulfill the requirements of the Performance Work Statement. The offerors shall coordinate their submissions to the instructions included in Attachment 8 and the Definitions of Labor Classifications in Attachment 5 of this solicitation.

### CRITERIA

#### WEIGHT

I	DEMONSTRATED TECHNICAL CORPORATE EXPERIENCE	150 POINTS
II	DEMONSTRATED QUALIFICATIONS OF ASSIGNED KEY PERSONNEL AND AVAILABILITY	200 POINTS
III	QUALITY OF PROPOSED PROGRAM MANAGEMENT PLAN	250 POINTS
IV	ADEQUACY OF QUALITY MANAGEMENT PLAN	100 POINTS
V	PAST PERFORMANCE	250 POINTS
VI	PARTICIPATION OF SMALL DISADVANTAGED BUSINESSES	50 POINTS
TOTAL POINTS		1,000

#### I. DEMONSTRATED TECHNICAL CORPORATE EXPERIENCE 150 points

Demonstrated corporate experience in fulfilling the technical requirements of contracts of similar technical scope, size and contract type (i.e. work assignment, multi-task, level-of-effort term-type contracts which require multiple ongoing projects) to that specified in the Performance Work Statement.

#### II. DEMONSTRATED QUALIFICATIONS OF ASSIGNED KEY PERSONNEL AND AVAILABILITY 200 points

A. Demonstrated technical and managerial qualifications (experience, expertise and education) and availability of the Program Manager. 100 points

1. Demonstrated experience in managing contracts similar in size, **contract type (i.e. work assignment, multi-task, level-of-effort term-type contracts which require multiple ongoing projects)** and technical scope as this solicitation, which provide support as described in sections 2.0 through 7.0 of the Performance Work Statement. Provide the availability of the Program Manager proposed for this solicitation. 50 points

2. Demonstrated technical qualifications (experience, expertise and education) and understanding of the technical areas as described in sections 2.0 through 7.0 of the Performance Work Statement. 50 points



B. Demonstrated technical qualifications (experience, expertise and education) and availability of the Safety Officer and Quality Assurance (QA) Officer 100 points

1. Demonstrated technical qualifications (experience, expertise and education) and understanding of the technical area as described in section 1.2 of the Performance Work Statement for the QA Officer. Provide availability for the QA officer proposed for this solicitation.

50 points

2. Demonstrated technical qualifications (experience, expertise and education) and understanding of the technical area as described in section 1.3 of the Performance Work Statement for the Safety Officer. Provide availability for the Safety Officer proposed for this solicitation.

50 points

### III. QUALITY OF PROPOSED PROGRAM MANAGEMENT PLAN

250 points

A. Appropriateness of the overall organizational structure which clearly delineates the responsibilities, lines of authority and proposed staff levels. Demonstrated adequacy of the communication mechanisms proposed to ensure effective coordination and timely management of activities. Demonstrated appropriateness of the plan for recruiting, training and retaining qualified personnel for all positions throughout the performance of the contract.

125

points

B. Demonstrated effectiveness of the system proposed to track and monitor cost and performance to ensure performance is within the established budgetary constraints and scheduled deadlines (quick response). Demonstrated understanding of the potential problems associated with performance under a contract of this type (multiple, ongoing projects). Explain the responsibilities, as it relates to the Program Management Plan, of the prime contractor and any subcontractor and/or consultant personnel under the performance work statement.

125 points

### IV. ADEQUACY OF QUALITY MANAGEMENT PLAN

100 points

The proposed Quality Management Plan (QMP) shall demonstrate the offeror's ability to meet the quality assurance requirements of the PWS.

QMP elements will be evaluated as follows:

A. The specific roles, authorities, and responsibilities of management and staff with respect to QA and QC activities

25 points

B. The means by which effective communications with personnel actually performing the work are assured

10 points

C. The process used to plan, implement and assess the work performed

40 points

D. The process by which measures of effectiveness for QA and QC activities will be established and how

frequently effectiveness will be measured.

25 points

## **V. PAST PERFORMANCE**

**250 points**

Demonstrated performance on all, or at least five (5), contracts and subcontracts completed during the last three (3) years, and all contracts and subcontracts currently in process, which are of similar technical scope, size, and contract type and relevance to that which is anticipated in this solicitation. Factors for consideration include:

1. Quality of product or service - compliance with contract requirements, accuracy of reports, technical excellence.
2. Cost Control - ability to perform within budget, cost efficiency, provision of current, accurate, complete, timely billing.
3. Timeliness of Performance - meeting milestones, reliability, responsiveness to technical direction, adherence to schedules.
4. Business Relations — effective management, cooperative and proactive behavior, flexibility, responsiveness to problems, problem resolution, and customer satisfaction
5. Compliance with Subcontracting Goals - including those SDB concerns, monetary targets for SDB participation, and notifications submitted under FAR 19.1202-

4(b)

## **VI. PARTICIPATION OF SMALL DISADVANTAGED BUSINESSES**

**50 POINTS**

Demonstrated commitment in the use of small disadvantaged business (SDB) concerns as demonstrated by the specificity with which offerors identify SDB concerns to be used in the performance of work under the contract, as well as the complexity and variety of the work the SDB concerns are to perform. Offerors shall provide: (a) proposed targets expressed only as percentages of total proposed contract amount in each applicable North American Industrial Classification System (NAICS) subsector as determined by the Department of Commerce; (b) a total (expressed only as percentages) for SDB participation by the prime contractor, including joint venture partners and team members; and (c) a total target (expressed only as percentages) for SDB participation by subcontractors.

NOTE: THE OFFEROR'S RESPONSE MUST ALSO BE INCLUDED IN THE COST PROPOSAL. IN THE COST PROPOSAL, OFFERORS SHALL PROVIDE THEIR PROPOSED TARGETS EXPRESSED AS BOTH DOLLARS AND PERCENTAGES OF THE TOTAL PROPOSED CONTRACT AMOUNT FOR (a), (b), and (c) above.

**TOTAL MAXIMUM POTENTIAL POINTS**

**1,000  
POINTS**

ATTACHMENT 9

PAST PERFORMANCE QUESTIONNAIRE

## PAST PERFORMANCE QUESTIONNAIRE

**Name of offeror:** \_\_\_\_\_

**Contract Information:**

Name of Contractor:

Contract Number:

Contract Title:

Contract Value:

Type of Contract:

Period of Performance:

The ratings indicated below are to be supplied by the reference and **not** the offeror)

5 = SUPERIOR

4 = GOOD

3 = ADEQUATE

2 = UNCLEAR, INCOMPLETE

1 = MAJOR DEFICIENCIES

0 = TOTALLY DEFICIENT

Performance Elements	5	4	3	2	1	0	NA
<b>1. Quality of Product or Service</b> (compliance with contract requirements, accuracy of reports, technical excellence)							
<b>2. Cost Control</b> (ability to perform within budget, cost efficiency, provision of current, accurate, complete, timely billing)							
<b>3. Timeliness of Performance</b> (meeting milestones, reliability, responsiveness to technical direction, adherence to schedules)							
<b>4. Business Relations</b> (effective management, cooperative and proactive behavior, flexibility, responsiveness to problems, problem resolution, and customer satisfaction)							
<b>5. Compliance with Subcontracting Goals</b> including those for SDB concerns, monetary targets for SDB participation, and notifications submitted under FAR 19.1202-4(b)							

6. Remarks on outstanding performance  
(Provide data supporting this observation. You  
may continue on a separate sheet if needed.)

7. Remarks on unsatisfactory performance  
(Provide data supporting this observation. You  
May continue on separate sheet if needed.)

8. Please identify any corporate affiliations with the offeror.

9. Would you do business with the offeror again?

10. Information provided by:

Name of Source \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Phone number \_\_\_\_\_

11. Questionnaire completed by:

Name of EPA Employee \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

ATTACHMENT 10

CLIENT AUTHORIZATION LETTER

(Address)

Dear "Client":

We are currently responding to the U.S. Environmental Protection Agency RFP No. PR-CI-08-10214 for the procurement entitled "Research Laboratory Support for APPCD and DCMD". The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to:

Sincerely,

ATTACHMENT 11

MINIMUM STANDARDS FOR CONFLICT OF INTEREST



MINIMUM STANDARDS FOR EPA CONTRACTORS'  
EVALUATION OF CONFLICT OF INTEREST PLANS

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). In order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this clause is to set forth the minimum standards for a contractor's COI plan. The contracting officer may require the contractor to provide additional information if necessary.

2. COI PLAN

The contractor's COI plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI plan meets EPA's minimum requirements for identifying and reporting COI. Contractors' COI plans shall be identified by a version number and date, as appropriate. EPA shall be advised of the version number and date as the CO may, but is not required to, accept the same version of a COI plan previously approved by another CO, when appropriate.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Company/Corporate Structure of the Business Organization

The COI plan shall detail the structure of the contractor's business organization, including any parent, affiliates, subsidiaries, and/or sister companies. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would actually or potentially create a conflict. In such a case, relationships beyond three tiers must also be included in the COI plan. Contractors shall report changes in their corporate structure to the Agency through contract performance.

Contractors shall include a company profile within their COI plan. The profile shall discuss all pertinent information relevant to COI including a summary of the contractor's primary and/or environmental business functions, relationships, and activities.

B. Searching and Identifying COI

The COI plan shall describe, in detail, the contractor's procedures for searching for and identifying COI, including, when searches are performed, who performs the searches, and how the searches are performed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past 36 months, all current work, all sites (if applicable), and any future work reflected in marketing proposals. If the contractor is aware of or has reason to believe that

there exists, or may exist, an actual or potential COI created by the contractor's related organizations (including parent company, sister companies, affiliates, and subsidiaries), the contractor shall include in its COI plan the process by which the contractor shall identify actual or potential COIs that may arise.

Contractors must search their records over the past 36 months from time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover, if possible.

#### C. Data Base

The COI plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum, over the past 36 months or through all available records for a new company until 36 months or records are accumulated), current work, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system. However, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and current (public and private) clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites on which the contractor has worked (when applicable);
- (4) a list of site name(s) (when applicable) related to any work performed;
- (5) the ability to search and retrieve the information in the data base;
- (6) the dollar value of work performed; and
- (7) a list of work the company may be pursuing in the future.

When applicable, the COI plan shall include provisions for supplemental searches of a parent's, affiliate's, subsidiary's, or sister company's records. The COI plan shall also describe any cross-checks used by the company when searching COI issues. For example, a routine e-mail notice to managers when new work is received requesting that the manager identify any conflict with the new work in which they may have personal knowledge.

#### D. Personal Certification

At a minimum, the COI plan shall require ALL employees of the contractor performing work under an EPA contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action or work that may endanger a CERCLA enforcement action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require, at a minimum, that the individual agrees to report to the proper contractor authority any personal COI and that the individual has read and understands the contractor's COI plan and procedures. Employee certifications shall be retained by the contractor.

#### E. Notification and Certification of Work Ordering Instruments [e.g., Work Assignment (WA), Task Order (TO), Technical Direction Document (TDD), or Delivery Order (DO)]

If the contract contains a requirement for COI notifications (EPAAR 1552.209-71) and/or WAs, TOs, TDDs, or DOs certifications (EPAAR 1552.211-74), the COI plan shall describe the contractor's process for meeting the Agency's notification requirement prior to beginning work and for submission of the contractor's work ordering instrument certification within 20

days of receipt of the EPA work.

F. Annual Certification

If the contract contains a requirement for an annual certification (EPAAR 1552.209-75), the COI plan shall describe the process the contractor requires for this annual certification.

G. Notification and Documentation

The COI plan shall clearly identify the contractor official responsible for making COI determinations. Generally, this official shall be in a mid-level or upper level management position. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The COI plan shall identify in detail the contractor's procedures to be followed when notifying the EPA of any COI and the actions that the contractor has taken or will take to avoid, neutralize or mitigate a COI. In addition, the contractor shall document all COI searches related to EPA work, whether or NOT a COI has been identified.

H. Training

The COI plan shall require all contractor employees to receive basic COI training. Further, each employee must receive COI awareness training at least annually, including, at a minimum, a review of the COI certification language and any changes that may have occurred in the contractor's COI plan or Government COI regulations. The contractor shall make its COI plan available for all employees to review. In addition, contractors are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractors' COI Plans

The COI plan shall describe the process and mechanism by which the contractor will monitor its subcontractors to ensure that all subcontractors comply with the COI provisions in their subcontracts. Subcontractors must identify and report COI.